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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

In re EXTREME NETWORKS, INC.
SECURITIES LITIGATION

Master File No. 3:15-cv-04883-BLF

CLASS ACTION

This Document Relates to:

**STIPULATION AND AGREEMENT OF
SETTLEMENT**

All Actions.

This Stipulation and Agreement of Settlement (the “Stipulation”) is made and entered into by and between Lead Plaintiff Arkansas Teacher Retirement System (“ATRS” or “Lead Plaintiff”), on behalf of itself and all other members of the proposed Settlement Class (defined

1 below), on the one hand, and Extreme Networks, Inc. (“Extreme” or “the Company”), Charles
2 W. Berger, Kenneth B. Arola, and John T. Kurtzweil (collectively, the “Individual Defendants,”
3 and with the Company, “Defendants”), on the other, by and through their counsel of record in the
4 above-captioned litigation (the “Action”). This Stipulation is intended by the parties hereto to
5 fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims
6 (defined below), upon and subject to the terms and conditions hereof and subject to the Court’s
7 approval.

8 **WHEREAS:**

9 A. All words or terms used herein that are capitalized shall have the meanings
10 ascribed to those words or terms herein and in ¶ 1 hereof entitled “Definitions.”

11 B. Beginning in October of 2015, two securities class action complaints were filed in
12 the U.S. District Court for the Northern District of California (the “Court”) on behalf of investors
13 in Extreme:

- 14 • *Hong v. Extreme Networks, Inc., et al.*, No. 5:15-cv-04883-BLF;
- 15 • *Kasprzak v. Extreme Networks, Inc., et al.*, No. 5:15-cv-04975-BLF;

16 C. On December 1, 2015, the Court issued Orders consolidating the above securities
17 actions into the Action. ECF No. 18.

18 D. On June 28, 2016, the Court issued an Order appointing ATRS as Lead Plaintiff
19 and appointing Labaton Sucharow LLP as Lead Counsel and Berman Tabacco (t/k/a Berman
20 DeValerio) as Liaison Counsel to represent the putative class. ECF No. 75.

21 E. On September 26, 2016, Lead Plaintiff filed the Consolidated Class Action
22 Complaint for Violations of the Federal Securities Laws. ECF No. 87. The consolidated
23 complaint alleged violations of §§ 10(b) and 20(a) of the Securities Exchange Act of 1934
24 (“Exchange Act”) and Rule 10b-5 promulgated thereunder by the U.S. Securities and Exchange
25 Commission (“SEC”) on behalf of a class of all purchasers of Extreme’s common stock and/or
26 exchange-traded options from September 12, 2013 through April 9, 2015, inclusive.
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1 F. On November 10, 2016, the Defendants filed a motion to dismiss the consolidated
2 complaint, which Lead Plaintiff opposed on December 23, 2016. ECF Nos. 89, 90. On January
3 20, 2017, Defendants filed a reply brief in further support of their motion to dismiss. ECF No.
4 92. On April 27, 2017, the Court issued an Order granting Defendants' motion to dismiss with
5 leave to amend. ECF No. 102.

6
7 G. The operative complaint in the Action is the Amended Consolidated Class Action
8 Complaint filed on June 2, 2017 (the "Amended Complaint"). ECF No. 105. The Amended
9 Complaint alleges violations of §§ 10(b) and 20(a) of the Exchange and Rule 10b-5 promulgated
10 thereunder by the SEC on behalf of a class of all purchasers of Extreme's common stock and/or
11 exchange-traded options from September 12, 2013 through April 9, 2015, inclusive.

12
13 H. On July 10, 2017, the Defendants filed a motion to dismiss the Amended
14 Complaint, which Lead Plaintiff opposed on August 31, 2017. ECF Nos. 107, 112. On
15 September 21, 2017, Defendants filed a reply brief in further support of their motion to dismiss.
16 ECF No. 113. On March 21, 2018, the Court issued an Order granting in part and denying in
17 part Defendants' motion to dismiss. ECF No. 130.

18
19 I. On June 21, 2018, Defendants filed their Answer to the Amended Complaint.
20 ECF No. 145.

21
22 J. Lead Plaintiff, through Lead Counsel, has conducted a thorough investigation
23 relating to the claims, defenses, and underlying events and transactions that are the subject of the
24 Action. This process has included reviewing and analyzing: (i) documents filed publicly by the
25 Company with the SEC; (ii) publicly available information, including press releases, news
26 articles, and other public statements issued by or concerning the Company and the Defendants;
27 (iii) research reports issued by financial analysts concerning the Company; (iv) other publicly
28 available information and data concerning the Company; (v) approximately 1,268 pages of
documents produced in advance of mediation, including Board of Director minutes and

1 presentations; and (vi) the applicable law governing the claims and potential defenses. Lead
2 Counsel also contacted 148 former employees of Extreme and other persons with relevant
3 knowledge, interviewing interviewed 24 of them, and consulted with experts on damages issues.

4 K. Defendants and Lead Plaintiff engaged Robert Meyer, Esq. (“Mr. Meyer”), a
5 well-respected and highly experienced mediator, to assist them in exploring a potential
6 negotiated resolution of the claims in the Action. On July 18, 2018, counsel for Lead Plaintiff
7 and Defendants met with Mr. Meyer in an attempt to reach a settlement. The mediation involved
8 an extended effort to settle the claims and was preceded by the exchange of mediation
9 statements. A settlement was not reached at this time.

10 L. Following additional arm’s-length and mediated negotiations under the auspices
11 of Mr. Meyer, Defendants and Lead Plaintiff accepted a mediator’s proposal concerning a
12 settlement in August, 2018 and executed the Settlement Term Sheet on September 26, 2018.

13 M. Defendants have denied and continue to deny any wrongdoing or that they have
14 committed any act or omission giving rise to any liability or violation of law, including the U.S.
15 securities laws. Defendants have denied and continue to deny each and every one of the claims
16 alleged by Lead Plaintiff in the Action on behalf of the proposed class, including all claims in the
17 Amended Complaint. This Stipulation and the provisions herein shall not be deemed to be, or
18 offered or received in evidence as, a presumption, a concession or an admission of any fault,
19 liability, or wrongdoing or damage whatsoever by any Defendant. Nonetheless, Defendants have
20 concluded that further conduct of the Action would be protracted and expensive, and that it is
21 desirable that the Action be fully and finally settled in the manner and upon the terms and
22 conditions set forth in this Stipulation. Defendants also have taken into account the uncertainty
23 and risks inherent in any litigation, especially in complex cases like the Action. Defendants
24 have, therefore, determined that it is desirable and beneficial that the Action be settled in the
25 manner and upon the terms and conditions set forth in this Stipulation.
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1 N. Lead Plaintiff believes that the claims asserted in the Action have merit and that
2 the information developed to date supports the claims asserted. However, Lead Plaintiff and
3 Lead Counsel recognize and acknowledge the expense and length of continued proceedings
4 necessary to prosecute the Action through trial and appeals. They also have taken into account
5 the uncertain outcome and the risk of any litigation, especially in complex actions such as the
6 Action, as well as the difficulties and delays inherent in such litigation. Lead Counsel also is
7 mindful of the inherent problems of proof and the possible defenses to the claims alleged in the
8 Action. Based on their evaluation, Lead Plaintiff and Lead Counsel believe that the Settlement
9 set forth in this Stipulation confers substantial monetary benefits upon the Settlement Class and
10 is in the best interests of Lead Plaintiff and the Settlement Class.

11 **NOW THEREFORE**, without any concession by Lead Plaintiff that the Action lacks
12 merit, and without any concession by the Defendants of any liability or wrongdoing or lack of
13 merit in their defenses, it is hereby STIPULATED AND AGREED, by and among the parties to
14 this Stipulation (the “Parties”), through their respective attorneys, subject to approval by the
15 Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the
16 benefits flowing to the Parties hereto, all Released Claims and all Released Defendants’ Claims,
17 as against all Released Parties, shall be fully, finally, and forever compromised, settled, released,
18 discharged, and dismissed with prejudice, and without costs, upon and subject to the following
19 terms and conditions:

20 **DEFINITIONS**

21 1. As used in this Stipulation, the following terms shall have the meanings set forth
22 below. In the event of any inconsistency between any definition set forth below and any
23 definition in any other document related to the Settlement, the definition set forth below shall
24 control.

25 (a) “Action” means the civil action captioned *In re Extreme Networks, Inc.*
26 *Securities Litigation*, Case No. 3:15-cv-04883-BLF, pending in the United States District Court
27 for the Northern District of California before the Honorable Beth Labson Freeman.
28

1 (b) "Alternative Judgment" means a form of final judgment that may be
2 entered by the Court but in a form other than the form of Judgment provided for in this
3 Stipulation and where none of the Parties hereto elects to terminate this Settlement by reason of
4 such variance.

5 (c) "Authorized Claimant" means a Settlement Class Member who submits a
6 valid Proof of Claim and Release form to the Claims Administrator that is accepted for payment.

7 (d) "Claims Administrator" means the firm to be retained by Lead Counsel,
8 subject to Court approval, to provide all notices approved by the Court to Settlement Class
9 Members, to process proofs of claim, and to administer the Settlement.

10 (e) "Class Period" means the period from September 12, 2013 through April
11 9, 2015, inclusive.

12 (f) "Defendants" means Extreme Networks, Inc., Charles W. Berger, Kenneth
13 B. Arola, and John T. Kurtzweil.

14 (g) "Defendants' Counsel" means the law firm of DLA Piper LLP (US).

15 (h) "Effective Date" means the date upon which the Settlement shall have
16 become effective, as set forth in ¶ 38 below.

17 (i) "Escrow Account" means the separate escrow account at Citibank, N.A., a
18 national banking institution, established to receive the Settlement Amount for the benefit of the
19 Settlement Class pursuant to this Stipulation and subject to the jurisdiction of the Court.

20 (j) "Escrow Agent" means Labaton Sucharow LLP.

21 (k) "Fee and Expense Application" means Lead Counsel's application, on
22 behalf of all Plaintiffs' Counsel, for an award of attorneys' fees and payment of litigation
23 expenses incurred in prosecuting the case, including any expenses pursuant to 15 U.S.C. § 78u-
24 4(a)(4) of the Private Securities Litigation Reform Act of 1995 ("PSLRA").

25 (l) "Final," with respect to a court order, means the later of: (i) if there is an
26 appeal from a court order, the date of final affirmance on appeal and the expiration of the time
27 for any further judicial review whether by appeal, reconsideration or a petition for a *writ of*
28 *certiorari* and, if *certiorari* is granted, the date of final affirmance of the order following review

1 pursuant to the grant; or (ii) the date of final dismissal of any appeal from the order or the final
2 dismissal of any proceeding on *certiorari* to review the order; or (iii) the expiration of the time
3 for the filing or noticing of any appeal or petition for *certiorari* from the order (or, if the date for
4 taking an appeal or seeking review of the order shall be extended beyond this time by order of
5 the issuing court, by operation of law or otherwise, or if such extension is requested, the date of
6 expiration of any extension if any appeal or review is not sought), without any such filing or
7 noticing being made. However, any appeal or proceeding seeking subsequent judicial review
8 pertaining solely to the Plan of Allocation of the Net Settlement Fund, or to the Court’s award of
9 attorneys’ fees or expenses, shall not in any way delay or affect the time set forth above for the
10 Judgment or Alternative Judgment to become Final or otherwise preclude the Judgment or
11 Alternative Judgment from becoming Final.

12 (m) “Individual Defendants” means Charles W. Berger, Kenneth B. Arola, and
13 John T. Kurtzweil.

14 (n) “Judgment” means the proposed judgment to be entered by the Court
15 approving the Settlement, substantially in the form attached hereto as Exhibit B.

16 (o) “Lead Counsel” means Labaton Sucharow LLP.

17 (p) “Lead Plaintiff” means Arkansas Teacher Retirement System.

18 (q) “Liaison Counsel” means Berman Tabacco.

19 (r) “Mediator” means Robert Meyer, Esq.

20 (s) “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded
21 attorneys’ fees and expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any
22 other fees or expenses approved by the Court.

23 (t) “Notice” means the Notice of Pendency of Class Action, Proposed
24 Settlement, and Motion for Attorneys’ Fees and Expenses to be sent to Settlement Class
25 Members, which, subject to approval of the Court, shall be substantially in the form attached
26 hereto as Exhibit 1 to Exhibit A hereto.

27 (u) “Notice and Administration Expenses” means all costs, fees, and expenses
28 incurred in connection with providing notice to the Settlement Class and the administration of

1 the Settlement, including but not limited to: (i) providing notice of the proposed Settlement by
2 mail, publication, and other means to Settlement Class Members; (ii) receiving and reviewing
3 claims; (iii) applying the Plan of Allocation; (iv) communicating with Persons regarding the
4 proposed Settlement and claims administration process; (v) distributing the proceeds of the
5 Settlement; and (vi) fees related to the Escrow Account and investment of the Settlement Fund.

6 (v) "Person(s)" means any individual, corporation (including all divisions and
7 subsidiaries), general or limited partnership, association, joint stock company, joint venture,
8 limited liability company, professional corporation, estate, legal representative, trust,
9 unincorporated association, government or any political subdivision or agency thereof, and any
10 other business or legal entity.

11 (w) "Plaintiffs' Counsel" means, Lead Counsel, Liaison Counsel, and all other
12 legal counsel who performed services in the Action on behalf of the Lead Plaintiff or, at Lead
13 Counsel's direction, the Settlement Class.

14 (x) "Plan of Allocation" means the proposed Plan of Allocation of Net
15 Settlement Fund, which, subject to the approval of the Court, shall be substantially in the form
16 described in the Notice.

17 (y) "Preliminary Approval Order" means the proposed Order Granting
18 Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and
19 Setting Date for Hearing on Final Approval of Settlement, which, subject to the approval of the
20 Court, shall be substantially in the form attached hereto as Exhibit A.

21 (z) "Proof of Claim" or "Claim Form" means the Proof of Claim and Release
22 form for submitting a claim, which, subject to approval of the Court, shall be substantially in the
23 form attached as Exhibit 2 to Exhibit A hereto.

24 (aa) "Released Claims" means any and all claims and causes of action of every
25 nature and description, including both known claims and Unknown Claims (defined below),
26 whether arising under federal, state, common or foreign law, or any other law, whether class or
27 individual in nature, that Lead Plaintiff or any other Settlement Class Member (i) asserted in the
28 Action; or (ii) could have asserted in any forum that arise out of or are based upon the

1 allegations, transactions, facts, matters or occurrences, representations or omissions involved, set
2 forth, or referred to in any complaint in the Action and that relate to the purchase or acquisition
3 of the Company’s publicly traded common stock, and/or exchange-traded options on such
4 common stock, during the Class Period. Notwithstanding the foregoing, Released Claims do not
5 include (i) claims relating to the enforcement of the Settlement; or (ii) or any claims in the
6 shareholder derivative action *Shaffer v. Kispert*, No. 16-cv-291726 (Super. Ct. of Cal., Santa
7 Clara Cty., Feb. 2., 2016).

8 (bb) “Released Defendant Parties” means Defendants, Defendants’ Counsel,
9 and each of their respective past, present, or future subsidiaries, parents, affiliates, principals,
10 successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents,
11 fiduciaries, contractors, employees, attorneys, auditors, insurers; the spouses, members of the
12 immediate families, representatives, and heirs of the Individual Defendants, as well as any trust
13 of which any Individual Defendant is the settlor or which is for the benefit of any of their
14 immediate family members; any firm, trust, corporation, or entity in which any Defendant has a
15 controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of
16 Defendants.

17 (cc) “Released Defendants’ Claims” means all claims and causes of action of
18 every nature and description, including both known claims and Unknown Claims (as defined
19 below), whether arising under federal, state, common or foreign law, or any other law, that
20 Defendants could have asserted against any of the Released Plaintiff Parties that arise out of or
21 relate in any way to the institution, prosecution, or settlement of the claims in the Action, except
22 for claims relating to the enforcement of the Settlement.

23 (dd) “Released Parties” means the Released Defendant Parties and the
24 Released Plaintiff Parties.

25 (ee) “Released Plaintiff Parties” means each and every Settlement Class
26 Member, Lead Plaintiff, Lead Counsel, Liaison Counsel, and each of their respective past or
27 present trustees, officers, directors, partners, employees, affiliates, contractors, auditors,
28 principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries,

1 general or limited partners or partnerships, and limited liability companies; and the spouses,
2 members of the immediate families, representatives, and heirs of any Released Plaintiff Party
3 who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or
4 which is for the benefit of any of their immediate family members. Released Plaintiff Parties
5 does not include any Person who timely and validly seeks exclusion from the Settlement Class.

6 (ff) “Settlement” means the resolution of the Action in accordance with the
7 terms and provisions of this Stipulation.

8 (gg) “Settlement Amount” means the total principal amount of seven million
9 U.S. dollars (\$7,000,000).

10 (hh) “Settlement Class” or “Settlement Class Member” means all persons and
11 entities that purchased or otherwise acquired the publicly traded common stock and exchange-
12 traded call options, and/or sold put options, of Extreme Networks, Inc. during the period from
13 September 12, 2013 through April 9, 2015, inclusive, and who were damaged thereby. Excluded
14 from the Settlement Class are: (i) the Defendants; (ii) the officers and directors of the Company
15 during the Class Period; (iii) the Company’s subsidiaries and affiliates; (iv) the Company’s
16 employee retirement and benefit plan(s) and their participants or beneficiaries, to the extent they
17 made purchases through such plan(s); (v) members of the immediate families of the Individual
18 Defendants and the officers and directors of the Company during the Class Period; (vi) any entity
19 in which any Defendant has or had a controlling interest; and (vii) the legal representatives,
20 heirs, successors, and assigns of any such excluded party. Also excluded from the Settlement
21 Class will be any Person that timely and validly seeks exclusion from the Settlement Class or
22 whose request is otherwise allowed by the Court.

23 (ii) “Settlement Fund” means the Settlement Amount and any interest earned
24 thereon.

25 (jj) “Settlement Hearing” means the hearing to be held by the Court to
26 determine whether the proposed Settlement is fair, reasonable, and adequate and should be
27 approved.

28 (kk) “Stipulation” means this Stipulation and Agreement of Settlement.

1 (ll) "Summary Notice" means the Summary Notice of Pendency of Class
2 Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses for publication,
3 which, subject to approval of the Court, shall be substantially in the form attached as Exhibit 3 to
4 Exhibit A hereto.

5 (mm) "Taxes" means all federal, state, or local taxes of any kind on any income
6 earned by the Settlement Fund and the expenses and costs incurred in connection with the
7 taxation of the Settlement Fund (including, without limitation, interest, penalties and the
8 reasonable expenses of tax attorneys and accountants).

9 (nn) "Unknown Claims" means any and all Released Claims that Lead Plaintiff
10 or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor
11 at the time of the release of the Released Defendant Parties, and any and all Released
12 Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor
13 at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it
14 might have affected his, her, or its decision(s) with respect to the Settlement, including the
15 decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the
16 Settlement Class. With respect to any and all Released Claims and Released Defendants'
17 Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and
18 Defendants shall expressly, and each other Settlement Class Member shall be deemed to have,
19 and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent
20 permitted by law, expressly waived and relinquished any and all provisions, rights and benefits
21 conferred by any law of any state or territory of the United States or foreign law, or principle of
22 common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which
23 provides:

24 **A general release does not extend to claims which the creditor**
25 **does not know or suspect to exist in his or her favor at the time**
26 **of executing the release, which if known by him or her must**
have materially affected his or her settlement with the debtor.

27 Lead Plaintiff, other Settlement Class Members, or Defendants may hereafter discover facts,
28 legal theories, or authorities in addition to or different from those which any of them now knows

1 or believes to be true with respect to the subject matter of the Released Claims and the Released
2 Defendants' Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever
3 settle and release, and each Settlement Class Member shall be deemed to have settled and
4 released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment
5 shall have settled and released, fully, finally, and forever, any and all Released Claims and
6 Released Defendants' Claims as applicable, without regard to the subsequent discovery or
7 existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and
8 Defendants acknowledge, and other Settlement Class Members by operation of law shall be
9 deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of
10 Released Claims and Released Defendants' Claims was separately bargained for and was a
11 material element of the Settlement.

12 **SCOPE AND EFFECT OF SETTLEMENT**

13 2. The obligations incurred pursuant to this Stipulation are (a) subject to approval by
14 the Court and the Judgment, or Alternative Judgment, reflecting such approval becoming Final;
15 and (b) in full and final disposition of the Action with respect to the Released Parties and any and
16 all Released Claims and Released Defendants' Claims.

17 3. For purposes of this Settlement only, the Parties agree to: (i) certification of the
18 Action as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the
19 Settlement Class as defined in ¶ 1(hh); (ii) the appointment of Lead Plaintiff as Class
20 Representative for the Settlement Class; and (iii) the appointment of Lead Counsel as Class
21 Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g).

22 4. By operation of the Judgment or Alternative Judgment, as of the Effective Date,
23 Lead Plaintiff and each and every other Settlement Class Member, on behalf of themselves and
24 each of their respective heirs, executors, trustees, administrators, predecessors, successors, and
25 assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and
26 dismissed each and every one of the Released Claims against each and every one of the Released
27 Defendant Parties and shall forever be barred and enjoined from commencing, instituting,
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1 prosecuting, or maintaining any and all of the Released Claims against any and all of the
2 Released Defendant Parties.

3 5. By operation of the Judgment or Alternative Judgment, as of the Effective Date,
4 Defendants, on behalf of themselves and each of their respective heirs, executors, trustees,
5 administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and
6 forever waived, released, discharged, and dismissed each and every one of the Released
7 Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever
8 be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of
9 the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

10 **THE SETTLEMENT CONSIDERATION**

11 6. In full settlement of the claims asserted in the Action against Defendants and in
12 consideration of the releases specified in ¶¶ 4-5, above, all of which the Parties agree are good
13 and valuable consideration, Defendants shall pay, or cause to be paid, the Settlement Amount
14 into the Escrow Account within twelve (12) business days of the later of (i) the date of entry of
15 the Preliminary Approval Order and (ii) Labaton Sucharow providing to Defendants' Counsel
16 the information necessary to effectuate payment of funds to the Escrow Account, including but
17 not limited to, payee name and telephone number, wire transfer instructions, check delivery
18 instructions, payment address, and a complete and executed Form W-9 for the Settlement Fund
19 that reflects a valid tax identification number.

20 7. With the sole exception of Defendants' obligation to secure payment of the
21 Settlement Amount into the Escrow Account as provided for in ¶ 6 and Extreme's obligation
22 pursuant to ¶ 36 to provide shareholder records, Defendants and Defendants' Counsel shall have
23 no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or
24 determination by Lead Counsel or the Claims Administrator, or any of their respective designees
25 or agents, in connection with the administration of the Settlement or otherwise; (ii) the
26 management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation;
27 (iv) the determination, administration, calculation, or payment of any claims asserted against the
28 Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or

1 (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with
2 the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or
3 the filing of any federal, state, or local returns.

4 8. Other than the obligation of Defendants to cause the payment of the Settlement
5 Amount pursuant to ¶ 6, Defendants shall have no obligation to make any other payments into
6 the Escrow Account, to any Settlement Class Member, or to Lead Counsel pursuant to this
7 Stipulation.

8 **USE AND TAX TREATMENT OF SETTLEMENT FUND**

9 9. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay Notice and
10 Administration Expenses; (iii) to pay any attorneys' fees and expenses awarded by the Court;
11 (iv) to pay any other fees and expenses awarded by the Court; and (v) to pay the claims of
12 Authorized Claimants.

13 10. The Net Settlement Fund shall be distributed to Authorized Claimants as provided
14 in ¶¶ 22-34 hereof. The Net Settlement Fund shall remain in the Escrow Account prior to the
15 Effective Date. All funds held in the Escrow Account, and all earnings thereon, shall be deemed
16 to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until
17 such time as the funds shall have been disbursed or returned, pursuant to the terms of this
18 Stipulation, and/or further order of the Court. The Escrow Agent shall invest funds in the
19 Escrow Account in instruments backed by the full faith and credit of the United States
20 Government (or a mutual fund invested solely in such instruments), or deposit some or all of the
21 funds in non-interest-bearing transaction account(s) that are fully insured by the Federal Deposit
22 Insurance Corporation ("FDIC") in amounts that are up to the limit of FDIC insurance.
23 Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability
24 whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related
25 to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

26 11. After the Settlement Amount has been paid into the Escrow Account, the Parties
27 agree to treat the Settlement Fund as a "qualified settlement fund" within the meaning of Treas.
28 Reg. § 1.468B-1. All provisions of this Stipulation shall be interpreted in a manner that is

1 consistent with the Settlement Amount being a “qualified settlement fund” within the meaning of
2 Treasury Regulation § 1.468B-1. In addition, the Escrow Agent shall timely make, or cause to
3 be made, such elections as necessary or advisable to carry out the provisions of this
4 paragraph 11, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back
5 to the earliest permitted date. Such election shall be made in compliance with the procedures
6 and requirements contained in such regulations. It shall be the responsibility of the Escrow
7 Agent to timely and properly prepare and deliver, or cause to be prepared and delivered, the
8 necessary documentation for signature by all necessary parties, and thereafter take all such
9 actions as may be necessary or appropriate to cause the appropriate filing(s) to timely occur.

10 Consistent with the foregoing:

11 (a) For the purposes of Section 468B of the Internal Revenue Code of 1986,
12 as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be the
13 Escrow Agent or its successors, who shall timely and properly file, or cause to be filed, all
14 federal, state, or local tax returns and information returns (together, “Tax Returns”) necessary or
15 advisable with respect to the earnings on the funds deposited in the Escrow Account (including
16 without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as
17 well as the election described above) shall be consistent with this subparagraph and in all events
18 shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income
19 earned on the funds deposited in the Escrow Account shall be paid out of such funds as provided
20 in subparagraph (c) of this paragraph 11.

21 (b) All Taxes shall be paid out of the Settlement Fund. In all events,
22 Defendants and Defendants’ Counsel shall have no liability or responsibility whatsoever for the
23 Taxes or the filing of any Tax Return or other document with the Internal Revenue Service or
24 any other state or local taxing authority. The Defendants shall have no liability or responsibility
25 for the Taxes of the Escrow Account with respect to the Settlement Amount nor the filing of any
26 Tax Returns or other documents with the Internal Revenue Service or any other taxing authority,
27 nor any expenses associated therewith. In the event any Taxes are owed by any of the
28

1 Defendants on any earnings on the funds on deposit in the Escrow Account, such amounts shall
2 also be paid out of the Settlement Fund.

3 (c) Taxes with respect to the Settlement Amount and the Escrow Account
4 shall be treated as, and considered to be, a cost of administration of the Settlement and shall be
5 timely paid, or caused to be paid, by the Escrow Agent out of the Settlement Fund without prior
6 order from the Court or approval by Defendants. The Escrow Agent shall be obligated
7 (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized
8 Claimants any funds necessary to pay such amounts (as well as any amounts that may be
9 required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties agree to cooperate with
10 each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry
11 out the provisions of this paragraph 11.

12 12. This is not a claims-made settlement. As of the Effective Date, Defendants,
13 and/or any other Person funding the Settlement on a Defendant's behalf, shall not have any right
14 to the return of the Settlement Fund or any portion thereof for any reason.

15 **ATTORNEYS' FEES AND EXPENSES**

16 13. Lead Counsel, on behalf of all Plaintiffs' Counsel, will apply to the Court for an
17 award from the Settlement Fund of attorneys' fees and payment of litigation expenses incurred in
18 prosecuting the Action, including any earnings on such amounts at the same rate and for the
19 same periods as earned by the Settlement Fund. Defendants shall take no position with respect
20 to any Fee and Expense Application.

21 14. The amount of attorneys' fees and expenses awarded by the Court is within the
22 sole discretion of the Court. Any attorneys' fees and expenses awarded by the Court shall be
23 paid from the Settlement Fund to Lead Counsel promptly after entry of the Order awarding such
24 attorneys' fees and expenses and entry of the Judgment or Alternative Judgment,
25 notwithstanding the existence of any timely filed objections thereto or to the Settlement, or
26 potential for appeal therefrom, or collateral attack on the Fee and Expense Application, the
27 Settlement, or any part thereof. Lead Counsel shall allocate any Court-awarded attorneys' fees
28 and expenses among Plaintiffs' Counsel.

1 15. Any payment of attorneys' fees and expenses pursuant to ¶¶ 13-14 above shall be
2 subject to Lead Counsel's obligation to make refunds or repayments to the Settlement Fund of
3 any paid amounts, plus accrued interest at the same net rate as is earned by the Settlement Fund,
4 if the Settlement is terminated pursuant to the terms of this Stipulation or fails to become
5 effective for any reason, or if, as a result of any appeal or further proceedings on remand or
6 successful collateral attack, the award of attorneys' fees and/or expenses is reduced or reversed
7 by Final non-appealable court order. Lead Counsel shall make the appropriate refund or
8 repayment in full no later than thirty (30) calendar days after receiving notice of the termination
9 of the Settlement pursuant to this Stipulation, notice from a court of appropriate jurisdiction of
10 the disapproval of the Settlement by Final non-appealable court order, or notice of any reduction
11 or reversal of the award of attorneys' fees and/or expenses by Final non-appealable court order.

12 16. With the sole exception of Defendants' obligation to pay the Settlement Amount
13 into the Escrow Account as provided for in ¶ 6, Defendants shall have no responsibility for, and
14 no liability whatsoever with respect to, any payment whatsoever to Plaintiffs' Counsel in the
15 Action that may occur at any time.

16 17. Defendants shall have no responsibility for, and no liability whatsoever with
17 respect to, any allocation of any attorneys' fees or expenses among Plaintiffs' Counsel in the
18 Action, or to any other Person who may assert some claim thereto, or any fee or expense awards
19 the Court may make in the Action.

20 18. Defendants shall have no responsibility for, and no liability whatsoever with
21 respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of Settlement Class
22 Members, whether or not paid from the Escrow Account. The Settlement Fund will be the sole
23 source of payment from Defendants for any award of attorneys' fees and expenses ordered by the
24 Court.

25 19. The procedure for and the allowance or disallowance by the Court of any Fee and
26 Expense Application are not part of the Settlement set forth in this Stipulation, and are separate
27 from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement
28 set forth in the Stipulation, and any order or proceeding relating to any Fee and Expense

1 Application, including an award of attorneys' fees or expenses in an amount less than the amount
2 requested by Lead Counsel, or any appeal from any order relating thereto or reversal or
3 modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay
4 the finality of the Judgment or Alternative Judgment approving the Stipulation and the
5 Settlement set forth herein, including, but not limited to, the release, discharge, and
6 relinquishment of the Released Claims against the Released Defendant Parties, or any other
7 orders entered pursuant to the Stipulation. Lead Plaintiff and Lead Counsel may not cancel or
8 terminate the Stipulation or the Settlement in accordance with ¶ 39 or otherwise based on the
9 Court's or any appellate court's ruling with respect to fees and expenses in the Action.

10 **NOTICE AND ADMINISTRATION EXPENSES**

11 20. Except as otherwise provided herein, the Net Settlement Fund shall be held in the
12 Escrow Account until the Effective Date.

13 21. Prior to the Effective Date, without further approval from Defendants or further
14 order of the Court, Lead Counsel may expend up to \$500,000 from the Settlement Fund to pay
15 Notice and Administration Expenses reasonably and actually incurred. Additional sums for this
16 purpose prior to the Effective Date may be paid from the Settlement Fund upon agreement of the
17 Parties or order of the Court. Taxes and fees related to the Escrow Account and investment of
18 the Settlement Fund may be paid as incurred, without further approval of Defendants or further
19 order of the Court. After the Effective Date, without approval of Defendants or further order of
20 the Court, Notice and Administration Expenses may be paid as incurred. Defendants shall be
21 responsible for providing any required notice under the Class Action Fairness Act of 2005, if
22 any, at their own expense.

23 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

24 22. The Claims Administrator, subject to such supervision and direction of Lead
25 Counsel and/or the Court as may be necessary or as circumstances may require, shall administer
26 the Settlement in accordance with the terms of this Stipulation, the Court-approved Plan of
27 Allocation, and subject to the jurisdiction of the Court. Defendants and Defendants' Counsel
28 shall have no responsibility for (except as stated in ¶¶ 6 and 36 hereof), interest in, or liability

1 whatsoever with respect to the administration of the Settlement or the actions or decisions of the
2 Claims Administrator, and shall have no liability to the Settlement Class in connection with such
3 administration.

4 23. The Claims Administrator shall determine each Authorized Claimant's *pro rata*
5 share of the Net Settlement Fund based upon each Authorized Claimant's recognized loss, as
6 defined in the Plan of Allocation included in the Notice, or in such other plan of allocation as the
7 Court may approve.

8 24. Defendants have no role in the development of, and will take no position with
9 respect to, the Plan of Allocation. The Plan of Allocation is a matter separate and apart from the
10 proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not
11 affect the validity or finality of the proposed Settlement. The Plan of Allocation is not a
12 necessary term of this Stipulation and it is not a condition of this Stipulation that any particular
13 plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or
14 terminate the Stipulation or the Settlement in accordance with ¶ 39 or otherwise based on the
15 Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of
16 allocation in the Action. Defendants and Defendants' Counsel shall have no responsibility or
17 liability for reviewing or challenging claims, the allocation of the Net Settlement Fund, or the
18 distribution of the Net Settlement Fund.

19 25. Upon the Effective Date and thereafter, and in accordance with the terms of the
20 Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as
21 may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed
22 to Authorized Claimants.

23 26. If there is any balance remaining in the Net Settlement Fund (whether by reason
24 of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial
25 distribution of the Net Settlement Fund, the Claims Administrator shall, if feasible and
26 economical after payment of Notice and Administration Expenses, Taxes, and attorneys' fees
27 and expenses, if any, redistribute such balance among Authorized Claimants who have cashed
28 their checks in an equitable and economic fashion. Once it is no longer feasible or economical to

1 make further distributions, any balance that still remains in the Net Settlement Fund after re-
2 distribution(s) and after payment of outstanding Notice and Administration Expenses, Taxes, and
3 attorneys' fees and expenses, if any, shall be contributed to Consumer Federation of America, a
4 non-sectarian, not-for-profit charitable organization serving the public interest that is not
5 affiliated with Lead Plaintiff or Lead Counsel, or such other organization approved by the Court.

6 **ADMINISTRATION OF THE SETTLEMENT**

7 27. Any Settlement Class Member who fails timely to submit a valid Proof of Claim
8 (substantially in the form of Exhibit 2 to Exhibit A) will not be entitled to receive any of the
9 proceeds from the Net Settlement Fund, except as otherwise ordered by the Court, but will
10 otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms
11 of the Judgment or Alternative Judgment to be entered in the Action and all releases provided for
12 herein, and will be barred from bringing any action against the Released Defendant Parties
13 concerning the Released Claims.

14 28. Lead Counsel shall be responsible for supervising the administration of the
15 Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Lead
16 Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive
17 what Lead Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim
18 submitted. Defendants and Defendants' Counsel shall have no liability, obligation or
19 responsibility for the administration of the Settlement, the allocation of the Net Settlement Fund,
20 or the reviewing or challenging claims. Lead Counsel shall be solely responsible for designating
21 the Claims Administrator, subject to approval by the Court.

22 29. For purposes of determining the extent, if any, to which a claimant shall be
23 entitled to be treated as an Authorized Claimant, the following conditions shall apply:

24 (a) Each claimant shall be required to submit a Proof of Claim, substantially
25 in the form attached hereto as Exhibit 2 to Exhibit A, supported by such documents as are
26 designated therein, including proof of the claimant's loss, or such other documents or proof as
27 the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;
28

1 (b) All Proofs of Claim must be submitted by the date set by the Court in the
2 Preliminary Approval Order and specified in the Notice, unless such deadline is extended by
3 Lead Counsel in its discretion or by Order of the Court. Any Settlement Class Member who fails
4 to submit a Proof of Claim by such date shall be barred from receiving any distribution from the
5 Net Settlement Fund or payment pursuant to this Stipulation (unless, by Order of the Court or the
6 discretion of Lead Counsel, late-filed Proofs of Claim are accepted), but shall in all other
7 respects be bound by all of the terms of this Stipulation and the Settlement, including the terms
8 of the Judgment or Alternative Judgment and all releases provided for herein, and will be
9 permanently barred and enjoined from bringing any action, claim or other proceeding of any
10 kind against any Released Defendant Party. A Proof of Claim shall be deemed to be submitted
11 when mailed, if received with a postmark on the envelope and if mailed by first-class or
12 overnight U.S. Mail and addressed in accordance with the instructions thereon. In all other
13 cases, the Proof of Claim shall be deemed to have been submitted when actually received by the
14 Claims Administrator;

15 (c) Each Proof of Claim shall be submitted to and reviewed by the Claims
16 Administrator, under the supervision of Lead Counsel, which shall determine in accordance with
17 this Stipulation the extent, if any, to which each claim shall be allowed;

18 (d) Proofs of Claim that do not meet the submission requirements may be
19 rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall
20 communicate with the claimant in writing to give the claimant the chance to remedy any curable
21 deficiencies in the Proof of Claim submitted. The Claims Administrator, under supervision of
22 Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the
23 Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth
24 the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be
25 rejected has the right to a review by the Court if the claimant so desires and complies with the
26 requirements of subparagraph (e) below; and

27 (e) If any claimant whose timely claim has been rejected in whole or in part
28 for curable deficiency desires to contest such rejection, the claimant must, within twenty (20)

1 calendar days after the date of mailing of the notice required in subparagraph (d) above, or a
2 lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and
3 statement of reasons indicating the claimant's grounds for contesting the rejection along with any
4 supporting documentation, and requesting a review thereof by the Court. If a dispute concerning
5 a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for
6 review to the Court.

7 30. Each claimant who submits a Proof of Claim shall be deemed to have submitted
8 to the jurisdiction of the Court with respect to the claimant's claim, including but not limited to,
9 all releases provided for herein and in the Judgment or Alternative Judgment, and the claim will
10 be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided
11 that such investigation and discovery shall be limited to the claimant's status as a Settlement
12 Class Member and the validity and amount of the claimant's claim. In connection with
13 processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or the
14 Settlement.

15 31. Payment pursuant to the Stipulation and Court-approved Plan of Allocation shall
16 be deemed final and conclusive against any and all claimants. All Settlement Class Members
17 whose claims are not approved shall be barred from participating in distributions from the Net
18 Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the
19 Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the
20 Action and the releases provided for herein and therein, and will be barred from bringing any
21 action against the Released Defendant Parties concerning the Released Claims.

22 32. All proceedings with respect to the administration, processing and determination
23 of claims described by this Stipulation and the determination of all controversies relating thereto,
24 including disputed questions of law and fact with respect to the validity of claims, shall be
25 subject to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the
26 Judgment or Alternative Judgment.

27 33. No Person shall have any claim of any kind against the Released Defendant
28 Parties or Defendants' Counsel with respect to the matters set forth in this section (*i.e.*, ¶¶ 27-34)

1 or any of its subsections, or otherwise related in any way to the administration of the Settlement,
2 including without limitation the processing of claims and distributions.

3 34. No Person shall have any claim against Lead Plaintiff, Lead Counsel, or the
4 Claims Administrator, or other agent designated by Lead Counsel, based on the distributions
5 made substantially in accordance with this Stipulation and the Settlement contained herein, the
6 Plan of Allocation, or further order(s) of the Court.

7 **TERMS OF THE PRELIMINARY APPROVAL ORDER**

8 35. Concurrently with the application for preliminary approval by the Court of the
9 Settlement contemplated by this Stipulation and promptly upon execution of this Stipulation,
10 Lead Counsel shall apply to the Court for entry of the Preliminary Approval Order, which shall
11 be substantially in the form annexed hereto as Exhibit A. The Preliminary Approval Order will,
12 *inter alia*, preliminarily approve the Settlement, set the date for the Settlement Hearing, approve
13 the form of notice, and prescribe the method for giving notice of the Settlement to the Settlement
14 Class.

15 36. Extreme shall provide, or cause to be provided, to Lead Counsel or the Claims
16 Administrator, at no cost to Lead Plaintiff or the Settlement Class, within five (5) business days
17 of entry of the Preliminary Approval Order, transfer records in electronic searchable form, such
18 as Excel, containing the names and addresses of Persons who purchased or acquired the publicly
19 traded common stock of Extreme during the Class Period.

20 **TERMS OF THE JUDGMENT**

21 37. If the Settlement contemplated by this Stipulation is approved by the Court, Lead
22 Counsel and Defendants' Counsel shall jointly request that the Court enter a Judgment
23 substantially in the form annexed hereto as Exhibit B.

24 **EFFECTIVE DATE OF SETTLEMENT**

25 38. The Effective Date of this Settlement shall be the first business day on which all
26 of the following shall have occurred or been waived:

27 (a) entry of the Preliminary Approval Order, which shall be in all material
28 respects substantially in the form set forth in Exhibit A annexed hereto;

1 (b) payment of the Settlement Amount into the Escrow Account;
2 (c) approval by the Court of the Settlement, following notice to the Settlement
3 Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil
4 Procedure; and
5 (d) a Judgment, which shall be in all material respects substantially in the
6 form set forth in Exhibit B annexed hereto, has been entered by the Court and has become Final;
7 or in the event that an Alternative Judgment has been entered, the Alternative Judgment has
8 become Final.

9 **WAIVER OR TERMINATION**

10 39. Defendants and Lead Plaintiff shall have the right to terminate the Settlement and
11 this Stipulation by providing written notice of their election to do so (“Termination Notice”),
12 through counsel, to all other Parties hereto within fourteen (14) calendar days of: (i) the Court’s
13 Final refusal to enter the Preliminary Approval Order in any respect that the terminating Party
14 reasonably and in good faith believes is materially adverse to it; (ii) the Court’s Final refusal to
15 approve this Stipulation in any respect that the terminating Party reasonably and in good faith
16 believes is materially adverse to it; (iii) the Court’s Final refusal to enter (a) the Judgment in any
17 respect that the terminating Party reasonably and in good faith believes is materially adverse to it
18 or (b) an Alternative Judgment that is acceptable to all Parties; or (iv) the date upon which the
19 Judgment or Alternative Judgment is modified or reversed in any respect that the terminating
20 Party reasonably and in good faith believes is materially adverse to it by a Final order of the
21 Court, the United States Court of Appeals, or the Supreme Court of the United States. For the
22 avoidance of doubt, Lead Plaintiff shall not have the right to terminate the Settlement due to any
23 decision, ruling, or order respecting the Fee and Expense Application or any plan of allocation.

24 40. In addition to the foregoing, Defendants shall also have the right to withdraw
25 from the Settlement in the event the Termination Threshold (defined below) has been reached.

26 (a) On October 3, 2018, Defendants’ Counsel and Lead Counsel executed a
27 confidential Supplemental Agreement Regarding Requests for Exclusion (“Supplemental
28 Agreement”). The Supplemental Agreement sets forth certain conditions under which Defendant

1 Extreme Networks shall have the option to terminate the Settlement and render this Stipulation
2 null and void as to all Parties in the event that requests for exclusion from the Settlement Class
3 exceed certain agreed-upon criteria (the "Termination Threshold"). The Parties agree to
4 maintain the confidentiality of the Supplemental Agreement, which shall not be filed with the
5 Court unless a dispute arises as to its terms, or as otherwise ordered by the Court, nor shall the
6 Supplemental Agreement otherwise be disclosed unless ordered by the Court. If submission of
7 the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the
8 Court, the Parties will undertake to have the Termination Threshold submitted to the Court *in*
9 *camera* or under seal. In the event of a termination of this Settlement pursuant to the
10 Supplemental Agreement, this Stipulation shall become null and void and of no further force and
11 effect, with the exception of the provisions of ¶¶ 45-47 which shall continue to apply.

12 41. The Preliminary Approval Order, attached hereto as Exhibit A, shall provide that
13 requests for exclusion shall be received no later than twenty-one (21) calendar days prior to the
14 Settlement Hearing. Upon receiving any request for exclusion pursuant to the Notice, Lead
15 Counsel shall promptly, and certainly no later than five (5) calendar days after receiving a
16 request for exclusion or fifteen (15) calendar days prior to the Settlement Hearing, whichever is
17 earlier, notify Defendants' Counsel of such request for exclusion and provide copies of such
18 request for exclusion and any documentation accompanying it by email.

19 42. In addition to all of the rights and remedies that Lead Plaintiff has under the terms
20 of this Stipulation, Lead Plaintiff shall also have the right to terminate the Settlement in the event
21 that the Settlement Amount has not been paid in the time period provided for in ¶ 6 above, by
22 providing written notice of the election to terminate to all other Parties and, thereafter, there is a
23 failure to pay the Settlement Amount within fourteen (14) calendar days of such written notice.

24 43. If, before the Settlement becomes Final, any Defendant files for protection under
25 the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is
26 appointed under Bankruptcy, or any similar law, and in the event of the entry of a final order of a
27 court of competent jurisdiction determining the transfer of money or any portion thereof to the
28 Settlement Fund by or on behalf of such Defendant to be a preference, voidable transfer,

1 fraudulent transfer or similar transaction and any portion thereof is required to be returned, and
2 such amount is not promptly deposited into the Settlement Fund by others, then, Lead Plaintiff
3 may move the Court to vacate and set aside the release given and the Judgment or Alternative
4 Judgment entered in favor of that Defendant and if the Court so rules, that Defendant and Lead
5 Plaintiff and the members of the Settlement Class shall be restored to their litigation positions
6 immediately prior to August 17, 2018. All releases and the Judgment or Alternative Judgment as
7 to other Defendants shall remain unaffected.

8 (a) Defendants each warrant, as to themselves and the payments made on their
9 respective behalves, that, at the time of such payment, each will not be insolvent, nor will
10 payment render each insolvent, within the meaning of and/or for the purposes of the United
11 States Bankruptcy Code, including Sections 101 and 547 thereof.

12 44. If an option to withdraw from and terminate this Stipulation and Settlement arises
13 under any of ¶¶ 39-43 above: (i) neither Defendants nor Lead Plaintiff (as the case may be) will
14 be required for any reason or under any circumstance to exercise that option; and (ii) any
15 exercise of that option shall be made in good faith, but in the sole and unfettered discretion of
16 Defendants or Lead Plaintiff, as applicable.

17 45. With the exception of the provisions of ¶¶ 45-47 which shall continue to apply, in
18 the event the Settlement is terminated as set forth herein or cannot become effective for any
19 reason, then the Settlement shall be without prejudice, and none of its terms shall be effective or
20 enforceable except as specifically provided herein; the Parties shall be deemed to have reverted
21 to their respective litigation positions in the Action immediately prior to August 17, 2018; and,
22 except as specifically provided herein, the Parties shall proceed in all respects as if this
23 Stipulation and any related order had not been entered. In such event, this Stipulation, and any
24 aspect of the discussions or negotiations leading to this Stipulation shall not be admissible in this
25 Action and shall not be used against or to the prejudice of Defendants or against or to the
26 prejudice of Lead Plaintiff, in any court filing, deposition, at trial, or otherwise.

27 46. In the event the Settlement is terminated or fails to become effective for any
28 reason, any portion of the Settlement Amount previously paid, together with any earnings

1 thereon, less any Taxes paid or due, less Notice and Administration Expenses actually incurred
2 and paid or payable from the Settlement Amount, shall be returned to the Person(s) that made the
3 deposit(s) within thirty (30) calendar days after written notification of such event in accordance
4 with instructions provided by Defendants' Counsel to Lead Counsel. At the request of
5 Defendants' Counsel, the Escrow Agent or its designees shall apply for any tax refund owed on
6 the amounts in the Escrow Account and pay the proceeds, after any deduction of any fees or
7 expenses incurred in connection with such application(s), of such refund to the Person(s) that
8 made the deposits or as otherwise directed.

9 **NO ADMISSION**

10 47. Except as set forth in ¶ 48 below, this Stipulation, whether or not consummated,
11 and whether or not approved by the Court, and any discussion, negotiation, proceeding, or
12 agreement relating to the Stipulation, the Settlement, and any matter arising in connection with
13 settlement discussions or negotiations, proceedings, or agreements, shall not be offered or
14 received against or to the prejudice of the Parties or their respective counsel, for any purpose
15 other than in an action to enforce the terms hereof, and in particular:

16 (a) do not constitute, and shall not be offered or received against or to the
17 prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any
18 presumption, concession, or admission by Defendants with respect to the truth of any allegation
19 by Lead Plaintiff and the Settlement Class, or the validity of any claim that has been or could
20 have been asserted in the Action or in any litigation, including but not limited to the Released
21 Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any
22 person or entity whatsoever;

23 (b) do not constitute, and shall not be offered or received against or to the
24 prejudice of Defendants as evidence of a presumption, concession, or admission of any fault,
25 misrepresentation, or omission with respect to any statement or written document approved or
26 made by Defendants, or against or to the prejudice of Lead Plaintiff, or any other member of the
27 Settlement Class as evidence of any infirmity in the claims of Lead Plaintiff, or the other
28 members of the Settlement Class;

1 (c) do not constitute, and shall not be offered or received against or to the
2 prejudice of Defendants, Lead Plaintiff, any other member of the Settlement Class, or their
3 respective counsel, as evidence of a presumption, concession, or admission with respect to any
4 liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any
5 other reason against or to the prejudice of any of the Defendants, Lead Plaintiff, other members
6 of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative
7 action or proceeding, other than such proceedings as may be necessary to effectuate the
8 provisions of this Stipulation;

9 (d) do not constitute, and shall not be construed against Defendants, Lead
10 Plaintiff, or any other member of the Settlement Class, as an admission or concession that the
11 consideration to be given hereunder represents the amount that could be or would have been
12 recovered after trial; and

13 (e) do not constitute, and shall not be construed as or received in evidence as
14 an admission, concession, or presumption against Lead Plaintiff, or any other member of the
15 Settlement Class, that any of their claims are without merit or infirm or that damages recoverable
16 under the Complaint would not have exceeded the Settlement Amount.

17 48. Notwithstanding ¶ 47 above, the Parties, and their respective counsel, may file
18 this Stipulation and/or the Judgment or Alternative Judgment in any action that may be brought
19 against them in order to support a defense or counterclaim based on principles of *res judicata*,
20 collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement,
21 judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar
22 defense or counterclaim, or to effectuate any liability protection granted them under any
23 applicable insurance policy. The Parties may file this Stipulation and/or the Judgment or
24 Alternative Judgment in any action that may be brought to enforce the terms of this Stipulation
25 and/or the Judgment or Alternative Judgment. All Parties submit to the jurisdiction of the Court
26 for purposes of implementing and enforcing the Settlement.
27
28

MISCELLANEOUS PROVISIONS

1
2 49. All of the exhibits to the Stipulation, except any plan of allocation to the extent
3 incorporated in those exhibits, and the Supplemental Agreement are material and integral parts
4 hereof and are fully incorporated herein by this reference.

5 50. The Parties intend the Settlement to be the full, final, and complete resolution of
6 all claims asserted or that could have been asserted by the Parties with respect to the Released
7 Claims and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any
8 forum that the Action was brought, prosecuted, or defended in bad faith or without a reasonable
9 basis. The Parties and their respective counsel agree that each has complied fully with Rule 11
10 of the Federal Rules of Civil Procedure in connection with the maintenance, prosecution,
11 defense, and settlement of the Action and shall not make any application for sanctions, pursuant
12 to Rule 11 or other court rule or statute, with respect to any claim or defense in this Action. The
13 Parties agree that the amount paid and the other terms of the Settlement were negotiated at
14 arm's-length and in good faith by the Parties and their respective counsel and reflect a settlement
15 that was reached voluntarily based upon adequate information and after consultation with
16 experienced legal counsel.

17 51. This Stipulation, along with its exhibits and the Supplemental Agreement may not
18 be modified or amended, nor may any of its provisions be waived, except by a writing signed by
19 counsel for the Parties hereto, or their successors, that are materially and adversely affected by
20 the modification, amendment, or waiver.

21 52. The headings herein are used for the purpose of convenience only and are not
22 meant to have legal effect.

23 53. The administration and consummation of the Settlement as embodied in this
24 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the
25 purpose of entering orders providing for awards of attorneys' fees and any expenses, and
26 implementing and enforcing the terms of this Stipulation.

27 54. The waiver by one Party of any breach of this Stipulation by any other Party shall
28 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

1 55. This Stipulation, its exhibits, and the Supplemental Agreement constitute the
2 entire agreement among the Parties concerning the Settlement as against the Defendants, and no
3 representation, warranty, or inducement has been made by any Party concerning this Stipulation
4 and its exhibits other than those contained and memorialized in such documents.

5 56. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or
6 shall be deemed to constitute a waiver of any applicable privilege or immunity, including,
7 without limitation, attorney-client privilege, joint defense privilege, or work product protection.

8 57. Without further order of the Court, the Parties may agree to reasonable extensions
9 of time to carry out any of the provisions of this Stipulation.

10 58. All designations and agreements made, or orders entered during the course of the
11 Action relating to the confidentiality of documents or information shall survive this Stipulation.

12 59. This Stipulation may be executed in one or more counterparts. All executed
13 counterparts and each of them shall be deemed to be one and the same instrument. Signatures
14 sent by facsimile or via e-mail in pdf format shall be deemed originals.

15 60. This Stipulation shall be binding when signed, but the Settlement shall be
16 effective upon the entry of the Judgment or Alternative Judgment and the payment in full of the
17 Settlement Amount, subject only to the condition that the Effective Date will have occurred.

18 61. This Stipulation shall be binding upon, and inure to the benefit of, the successors
19 and assigns of the Parties.

20 62. The construction, interpretation, operation, effect, and validity of this Stipulation,
21 and all documents necessary to effectuate it, shall be governed by the laws of the State of
22 California without regard to conflicts of laws, except to the extent that federal law requires that
23 federal law govern.

24 63. This Stipulation shall not be construed more strictly against one Party than
25 another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel
26 for one of the Parties, it being recognized that it is the result of arm's-length negotiations among
27 the Parties, and all Parties have contributed substantially and materially to the preparation of this
28 Stipulation.

1 64. All counsel and any other person executing this Stipulation and any of the
2 exhibits hereto, or any related Settlement document, warrant and represent that they have the full
3 authority to do so, and that they have the authority to take appropriate action required or
4 permitted to be taken pursuant to the Stipulation to effectuate its terms.

5 65. The Parties and their respective counsel agree to cooperate fully with one another
6 in promptly applying for preliminary approval by the Court of the Settlement and for the
7 scheduling of a hearing for consideration of Final approval of the Settlement and Lead Counsel's
8 Fee and Expense Application, and to agree promptly upon and execute all such other
9 documentation as reasonably may be required to obtain Final approval by the Court of the
10 Settlement.

11 66. If any disputes arise out of the finalization of the settlement documentation or the
12 Settlement itself prior to joint submission to the Court of the application for preliminary approval
13 of the Settlement as set forth in ¶ 35 above, those disputes will be submitted to the Mediator in
14 an effort to resolve the dispute by way of expedited telephonic mediation with the fees and
15 expenses of the Mediator to be divided equally between Lead Plaintiff on the one hand, and
16 Defendants on the other.

17 67. Except as otherwise provided herein, each Party shall bear its own costs.

18 **IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be executed, by
19 their duly authorized attorneys, as of November 30, 2018.

21 **LABATON SUCHAROW LLP**

21 **DLA PIPER LLP (US)**

22
23 By: Carol Villegas

22
23 By: Shirli Weiss

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*Counsel for Lead Plaintiff and Lead
Counsel for the Class*

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*Attorneys for Defendants Extreme Networks,
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John T. Kurtzweil*

Exhibit A

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11 *for the Class*

12 **BERMAN TABACCO**

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21 *Liaison Counsel for the Class*

22 **UNITED STATES DISTRICT COURT**

23 **NORTHERN DISTRICT OF CALIFORNIA**

24 **SAN JOSE DIVISION**

25 In re EXTREME NETWORKS, INC.
26 SECURITIES LITIGATION

Master File No. 3:15-cv-04883-BLF

CLASS ACTION

27 This Document Relates to:

28 All Actions.

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVING
FORM AND MANNER OF NOTICE,
AND SETTING DATE FOR HEARING
ON FINAL APPROVAL OF
SETTLEMENT**

29 WHEREAS, as of November 30, 2018, Arkansas Teacher Retirement System (“ATRS”
30 or “Lead Plaintiff”), on behalf of itself and all other members of the proposed Settlement Class,
31

1 on the one hand, and Extreme Networks, Inc. (“Extreme” or “the Company”), Charles W.
2 Berger, Kenneth B. Arola, and John T. Kurtzweil (collectively, the “Individual Defendants,” and
3 with the Company, “Defendants”), on the other, by and through their counsel of record in the
4 above-captioned litigation (the “Action”), entered into a Stipulation and Agreement of
5 Settlement (the “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of
6 Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions
7 of the proposed settlement of the Action and the claims alleged in the Amended Consolidated
8 Class Action Complaint, filed on June 2, 2017, on the merits and with prejudice (the
9 “Settlement”); and
10

11 WHEREAS, the Court has reviewed and considered the Stipulation and the
12 accompanying exhibits; and
13

14 WHEREAS, the Parties to the Stipulation have consented to the entry of this order; and

15 WHEREAS, all capitalized terms used in this order that are not otherwise defined herein
16 have the meanings defined in the Stipulation;

17 NOW, THEREFORE, IT IS HEREBY ORDERED, this _____ day of _____,
18 201__ that:

19 1. The Court has reviewed the Stipulation and preliminarily finds the Settlement set
20 forth therein to be fair, reasonable and adequate to all Settlement Class Members, subject to
21 further consideration at the Settlement Hearing described below.
22

23 2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the
24 Court hereby preliminarily certifies, for the purposes of the Settlement only, the Settlement Class
25 of: all persons and entities that purchased or otherwise acquired the publicly traded common
26 stock and exchange-traded call options, and/or sold put options, of Extreme Networks, Inc.
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1 during the period from September 12, 2013 through April 9, 2015, inclusive, and who were
2 damaged thereby. Excluded from the Settlement Class are: (i) the Defendants; (ii) the officers
3 and directors of the Company during the Class Period; (iii) the Company's subsidiaries and
4 affiliates; (iv) the Company's employee retirement and benefit plan(s) and their participants or
5 beneficiaries, to the extent they made purchases through such plan(s); (v) members of the
6 immediate families of the Individual Defendants and the officers and directors of the Company
7 during the Class Period; (vi) any entity in which any Defendant has or had a controlling interest;
8 and (vii) the legal representatives, heirs, successors, and assigns of any such excluded party.
9 Also excluded from the Settlement Class are any Settlement Class Members who properly
10 exclude themselves by submitting a valid and timely request for exclusion in accordance with the
11 requirements set forth below and in the Notice.
12

13
14 3. The Court finds and preliminarily concludes that the prerequisites of class action
15 certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedures have been
16 satisfied for the Settlement Class defined herein and for the purposes of the Settlement only, in
17 that:

- 18 (a) the members of the Settlement Class are so numerous that joinder of all
19 Settlement Class Members is impracticable;
20
21 (b) there are questions of law and fact common to the Settlement Class
22 Members;
23 (c) the claims of Lead Plaintiff are typical of the Settlement Class's claims;
24 (d) Lead Plaintiff and Lead Counsel have fairly and adequately represented
25 and protected the interests of the Settlement Class;
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(e) the questions of law and fact common to Settlement Class Members predominate over any individual questions; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering that the claims of Settlement Class Members in the Action are substantially similar and would, if tried, involve substantially identical proofs and may therefore be efficiently litigated and resolved on an aggregate basis as a class action; the amounts of the claims of many of the Settlement Class Members are too small to justify the expense of individual actions; and it does not appear that there is significant interest among Settlement Class Members in individually controlling the litigation of their claims.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, ATRS is preliminarily certified as Class Representative for the Settlement Class. The law firm of Labaton Sucharow LLP is preliminarily appointed Class Counsel for the Settlement Class and Berman Tabacco is preliminarily appointed as Liaison Counsel for the Settlement Class.

5. A hearing (the “Settlement Hearing”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on _____, 2019, at __:_____.m. for the following purposes:

- (a) to determine whether the proposed Settlement is fair, reasonable and adequate, and should be approved by the Court;
- (b) to determine whether the proposed Final Order and Judgment (“Judgment”) as provided under the Stipulation should be entered, and to determine whether the

1 release by the Settlement Class of the Released Claims, as set forth in the Stipulation, should be
2 provided to the Released Defendant Parties;

3 (c) to determine, for purposes of the Settlement only, whether the Settlement
4 Class should be finally certified; whether Lead Plaintiff should be finally certified as Class
5 Representative for the Settlement Class; whether the law firm of Labaton Sucharow LLP should
6 be finally appointed as Class Counsel for the Settlement Class; and whether Berman Tabacco
7 should be finally appointed as Liaison Counsel for the Settlement Class;

9 (d) to determine whether the proposed Plan of Allocation for the proceeds of
10 the Settlement is fair and reasonable and should be approved by the Court;

11 (e) to consider Lead Counsel's application for an award of attorneys' fees
12 and expenses (which may include an application for an award to Lead Plaintiff for
13 reimbursement of its reasonable costs and expenses directly related to its representation of the
14 Settlement Class, pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"));
15 and
16

17 (f) to rule upon such other matters as the Court may deem appropriate.

18 6. The Court reserves the right to approve the Settlement with or without
19 modification and with or without further notice to the Settlement Class of any kind. The Court
20 further reserves the right to enter the Judgment approving the Settlement regardless of whether it
21 has approved the Plan of Allocation or awarded attorneys' fees and/or expenses. The Court may
22 also adjourn the Settlement Hearing or modify any of the dates herein without further notice to
23 members of the Settlement Class.
24

25 7. The Court approves the form, substance and requirements of the Notice of
26 Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses
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1 (the “Notice”) and the Proof of Claim and Release form (“Proof of Claim”), substantially in the
2 forms annexed hereto as Exhibits 1 and 2, respectively.

3 8. The Court approves the retention of KCC LLC as the Claims Administrator. The
4 Claims Administrator shall cause the Notice and the Proof of Claim, substantially in the forms
5 annexed hereto, to be mailed, by first-class mail, postage prepaid, on or before ten (10) business
6 days after entry of this Preliminary Approval Order (“Notice Date”), to all Settlement Class
7 Members who can be identified with reasonable effort. Extreme, to the extent it has not already
8 done so, shall use its best efforts to obtain and provide to Lead Counsel, or the Claims
9 Administrator, transfer records in electronic searchable form containing the names and addresses
10 of purchasers of the publicly traded common stock of Extreme during the Class Period no later
11 than five (5) business days after entry of this Preliminary Approval Order.
12

13 9. The Claims Administrator shall use reasonable efforts to give notice to nominee
14 purchasers such as brokerage firms and other persons or entities who purchased or otherwise
15 acquired the publicly traded common stock and/or exchange-traded call options (and/or sold put
16 options) of Extreme during the Class Period as record owners but not as beneficial owners. Such
17 nominees SHALL EITHER: (a) WITHIN SEVEN (7) CALENDAR DAYS of receipt of the
18 Notice, request from the Claims Administrator sufficient copies of the Notice to forward to all
19 such beneficial owners and WITHIN SEVEN (7) CALENDAR DAYS of receipt of those
20 Notices from the Claims Administrator forward them to all such beneficial owners; or (b)
21 WITHIN SEVEN (7) CALENDAR DAYS of receipt of the Notice, provide a list of the names
22 and addresses of all such beneficial owners to the Claims Administrator and the Claims
23 Administrator is ordered to send the Notice promptly to such identified beneficial owners.
24 Nominees who elect to send the Notice to their beneficial owners SHALL ALSO send a
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1 statement to the Claims Administrator confirming that the mailing was made and shall retain
2 their mailing records for use in connection with any further notices that may be provided in the
3 Action. Upon full and timely compliance with these directions, such nominees may seek
4 reimbursement of their reasonable expenses actually incurred by providing the Claims
5 Administrator with proper documentation supporting the expenses for which reimbursement is
6 sought.
7

8 10. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof
9 of mailing of the Notice and Proof of Claim.

10 11. The Court approves the form of the Summary Notice of Pendency of Class
11 Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses ("Summary
12 Notice"), substantially in the form annexed hereto as Exhibit 3, and directs that Lead Counsel
13 shall cause the Summary Notice to be published in *Investor's Business Daily* and be transmitted
14 over *PR Newswire* within fourteen (14) calendar days of the Notice Date. Lead Counsel shall, at
15 or before the Settlement Hearing, file with the Court proof of publication of the Summary
16 Notice.
17

18 12. The form and content of the notice program described herein, and the methods set
19 forth herein of notifying the Settlement Class of the Settlement and its terms and conditions,
20 meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of
21 the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the PSLRA, and
22 due process, constitute the best notice practicable under the circumstances, and shall constitute
23 due and sufficient notice to all persons and entities entitled thereto.
24

25 13. In order to be eligible to receive a distribution from the Net Settlement Fund, in
26 the event the Settlement is effected in accordance with the terms and conditions set forth in the
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1 Stipulation, each claimant shall take the following actions and be subject to the following
2 conditions:

3 (a) A properly executed Proof of Claim, substantially in the form annexed
4 hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address indicated in
5 the Notice, postmarked no later seven (7) calendar days before the Settlement Hearing. Such
6 deadline may be further extended by Court order or by Lead Counsel in its discretion. Each
7 Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed
8 and mailed by first-class or overnight mail, postage prepaid). Any Proof of Claim submitted in
9 any other manner shall be deemed to have been submitted when it was actually received at the
10 address designated in the Notice. Any Settlement Class Member who does not timely submit a
11 Proof of Claim within the time provided for shall be barred from sharing in the distribution of
12 the Net Settlement Fund, unless otherwise ordered by the Court, but shall remain bound by all
13 determinations and judgments in this Action concerning the Settlement, as provided by
14 paragraph 15 of this order.

17 (b) The Proof of Claim submitted by each claimant must satisfy the
18 following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be
19 properly completed, signed and submitted in a timely manner in accordance with the provisions
20 of the preceding subparagraph; (ii) it must be accompanied by adequate supporting
21 documentation for the transactions reported therein, in the form of broker confirmation slips,
22 broker account statements, an authorized statement from the broker containing the transactional
23 information found in a broker confirmation slip, or such other documentation as is deemed
24 adequate by the Claims Administrator and/or Lead Counsel; (iii) if the person executing the
25 Proof of Claim is acting in a representative capacity, a certification of her current authority to
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1 act on behalf of the claimant must be included in the Proof of Claim; and (iv) the Proof of
2 Claim must be complete and contain no material deletions or modifications of any of the printed
3 matter contained therein and must be signed under penalty of perjury.

4 (c) As part of the Proof of Claim, each claimant shall submit to the
5 jurisdiction of the Court with respect to the claim submitted.

6
7 14. Any Settlement Class Member may enter an appearance in this Action, at his, her
8 or its own expense, individually or through counsel of his, her or its own choice. If any
9 Settlement Class Member does not enter an appearance, he, she or it will be represented by Lead
10 Counsel.

11 15. Settlement Class Members shall be bound by all orders, determinations and
12 judgments in this Action concerning the Settlement, whether favorable or unfavorable, unless
13 such Persons request exclusion from the Settlement Class in a timely and proper manner, as
14 hereinafter provided. A putative Settlement Class Member wishing to make such an exclusion
15 request shall mail the request in written form by first-class mail to the address designated in the
16 Notice for such exclusions, such that it is received no later than twenty-one (21) calendar days
17 prior to the Settlement Hearing. Such request for exclusion must state the name, address and
18 telephone number of the Person seeking exclusion, must state that the sender requests to be
19 “excluded from the Settlement Class in *In re Extreme Networks, Inc. Sec. Litig.*, No. 15-04883
20 (N.D. Cal.)” and must be signed by such Person. Such Persons requesting exclusion are also
21 directed to state the information requested in the Notice, including, but not limited to: the date(s),
22 price(s), and number(s) of shares of all purchases, acquisitions, and sales of Extreme publicly
23 traded common stock and exchange-traded options during the Class Period. The request for
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1 exclusion shall not be effective unless it provides the required information and is made within
2 the time stated above, or the exclusion is otherwise accepted by the Court.

3 16. Putative Settlement Class Members requesting exclusion from the Settlement
4 Class shall not be eligible to receive any payment out of the Net Settlement Fund as described in
5 the Stipulation and Notice.

6 17. The Court will consider any Settlement Class Member's objection to the
7 Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees or
8 expenses only if such Settlement Class Member has, on or before twenty-one (21) calendar days
9 before the Settlement Hearing, filed said objections and supporting papers with the Clerk of the
10 Court, United States District Court for the Northern District of California, San Jose Division,
11 Robert F. Peckham Federal Building, United States Courthouse, 280 South 1st Street, San Jose,
12 CA 95113. Any Settlement Class Member who does not make his, her, or its objection in the
13 manner provided for in the Notice shall be deemed to have waived such objection and shall
14 forever be foreclosed from making any objection to any aspect of the Settlement, to the Plan of
15 Allocation, or to the request for attorneys' fees and expenses, unless otherwise ordered by the
16 Court, but shall otherwise be bound by the Judgment to be entered and the releases to be given.
17 Attendance at the hearing is not necessary, however, persons wishing to be heard orally in
18 opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an
19 award of attorneys' fees and other expenses are required to indicate in their written objection
20 their intention to appear at the hearing. Persons who intend to object to the Settlement, the Plan
21 of Allocation, and/or the application for an award of attorneys' fees and expenses and desire to
22 present evidence at the Settlement Hearing must include in their written objections the identity of
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1 any witnesses they may call to testify and exhibits they intend to introduce into evidence at the
2 Settlement Hearing.

3 18. Settlement Class Members do not need to appear at the hearing or take any other
4 action to indicate their approval.

5 19. Pending final determination of whether the Settlement should be approved, Lead
6 Plaintiff, all Settlement Class Members, and each of them, and anyone who acts or purports to
7 act on their behalf, shall not institute, commence or prosecute any action which asserts Released
8 Claims against the Released Defendant Parties.

9 20. As provided in the Stipulation, prior to the Effective Date, Lead Counsel may pay
10 the Claims Administrator a portion of the reasonable fees and costs associated with giving notice
11 to the Settlement Class and the review of claims and administration of the Settlement out of the
12 Settlement Fund not to exceed \$500,000 without further approval from Defendants and without
13 further order of the Court.

14 21. All papers in support of the Settlement, Plan of Allocation, and Lead Counsel's
15 request for an award of attorneys' fees and expenses shall be filed with the Court and served on
16 or before thirty-five (35) calendar days prior to the date set herein for the Settlement Hearing. If
17 reply papers are necessary, they are to be filed with the Court and served no later than seven (7)
18 calendar days prior to the Settlement Hearing.

19 22. The passage of title and ownership of the Settlement Fund to the Escrow Agent in
20 accordance with the terms and obligations of the Stipulation is approved. No person who is not a
21 Settlement Class Member or Lead Counsel shall have any right to any portion of, or to any
22 distribution of, the Net Settlement Fund unless otherwise ordered by the Court or otherwise
23 provided in the Stipulation.
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1 23. All funds held in escrow shall be deemed and considered to be in *custodia legis* of
2 the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds
3 shall be disbursed pursuant to the Stipulation and/or further order of the Court.

4 24. Neither Defendants nor their counsel shall have any responsibility for the Plan of
5 Allocation or any application for attorney's fees or expenses submitted by Lead Counsel or Lead
6 Plaintiff, and such matters shall be considered separately from the fairness, reasonableness and
7 adequacy of the Settlement.
8

9 25. If the Settlement fails to become effective as defined in the Stipulation or is
10 terminated, then both the Stipulation, including any amendment(s) thereof, except as expressly
11 provided in the Stipulation, and this Preliminary Approval Order shall be null and void, of no
12 further force or effect, and without prejudice to any Party, and may not be introduced as evidence
13 or used in any actions or proceedings by any person or entity against the Parties, and the Parties
14 shall be deemed to have reverted to their respective litigation positions in the Action as of
15 August 17, 2018.
16

17 26. The Court retains exclusive jurisdiction over the Action to consider all further
18 matters arising out of or connected with the Settlement.

19 DATED this _____ day of _____, 201____

20 BY THE COURT:

21
22 _____
23 HON. BETH LABSON FREEMAN
24 UNITED STATES DISTRICT JUDGE
25
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Exhibit A-1

1 **LABATON SUCHAROW LLP**

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11 *for the Class*

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21 *Liaison Counsel for the Class*

22 **UNITED STATES DISTRICT COURT**

23 **NORTHERN DISTRICT OF CALIFORNIA**

24 **SAN JOSE DIVISION**

25 In re EXTREME NETWORKS, INC.
26 SECURITIES LITIGATION

27 Master File No. 3:15-cv-04883-BLF

28 CLASS ACTION

This Document Relates to:

All Actions.

**NOTICE OF PENDENCY OF CLASS
ACTION, PROPOSED SETTLEMENT,
AND MOTION FOR ATTORNEYS'
FEES AND EXPENSES**

If you purchased or otherwise acquired publicly traded common stock and exchange-traded call options, and/or sold put options, of Extreme Networks, Inc. during the period from September 12, 2013 through April 9, 2015, inclusive (the “Class Period”), you may be entitled to a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- If approved by the Court, the proposed Settlement will create a \$7,000,000 settlement fund, plus earned interest, for the benefit of eligible Settlement Class Members, less any attorneys’ fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes.¹
- The Settlement resolves claims by Arkansas Teacher Retirement System (“ATRS” or “Lead Plaintiff”) that have been asserted on behalf of the proposed Settlement Class against Extreme Networks, Inc. (“Extreme” or “the Company”) and Charles W. Berger, Kenneth B. Arola, and John T. Kurtzweil (collectively, the “Individual Defendants,” and with the Company, “Defendants”).

Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY _____, _____	The <i>only</i> way to get a payment.
EXCLUDE YOURSELF BY _____, _____	Get no payment. This is the <i>only</i> option that allows you to ever bring or be part of any <i>other</i> lawsuit against Defendants and the other Released Defendant Parties about the Released Claims.
OBJECT BY _____, _____	Write to the Court about why you do not like the Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application. This will not exclude you from the Settlement Class.
GO TO A HEARING ON _____, _____	Ask to speak in Court about the Settlement at the Settlement Hearing.
DO NOTHING	Get no payment. Give up rights.

SUMMARY OF THE NOTICE

Statement of the Settlement Class’s Recovery

1. Subject to Court approval, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the Action in exchange for a payment of \$7,000,000 (the “Settlement Amount”),

¹ All capitalized terms not otherwise defined in this notice shall have the meaning provided in the Stipulation and Agreement of Settlement, dated as of _____ (the “Stipulation”).

1 which will be deposited into an interest-bearing Escrow Account (the “Settlement Fund”). The
2 Net Settlement Fund (as defined below) will be distributed to Settlement Class Members
3 according to the Court-approved plan of allocation (the “Plan of Allocation” or “Plan”). The
4 proposed Plan of Allocation is set forth on pages __-__ below.

5 **Estimate of Average Amount of Recovery Per Share**

6 2. Based on Lead Plaintiff’s consulting damages expert’s estimate of the number of
7 shares of Extreme common stock eligible to participate in the Settlement, and assuming that all
8 investors eligible to participate do so, Lead Plaintiff estimates that the average recovery would
9 be approximately \$0.05 per damaged share (before deduction of any Court-approved fees and
10 expenses, such as attorneys’ fees and expenses, Taxes, and Notice and Administration
11 Expenses), and approximately \$0.04 per damaged share after the deduction of the attorneys’ fees
12 and expenses discussed below.² **Please note, however, that these average recovery amounts**
13 **are only estimates and Settlement Class Members may recover more or less than these**
14 **estimated amounts.** An individual Settlement Class Member’s actual recovery will depend on
15 numerous factors. These factors are fully explained in the Plan of Allocation beginning on page
16 __. Please refer to the Plan for information on the calculation of your Recognized Claim
17 (defined below).

18 **Statement of Potential Outcome of Case**

19 3. The Parties disagree about both liability and damages and do not agree on the
20 damages that would be recoverable if Lead Plaintiff were to prevail on each claim asserted
21 against Defendants. The issues on which the Parties disagree include, for example: (i) whether
22 Defendants made any statements or omitted any facts that were materially false or misleading, or
23 otherwise actionable under the federal securities laws; (ii) whether any such allegedly materially
24 false or misleading statements or omissions were made with the required level of intent or
25

26 _____
27 ² An allegedly damaged share might have been traded, and potentially damaged, more than
28 once during the Class Period, and the average recovery indicated above represents the estimated
average recovery for each share that allegedly incurred damages.

1 recklessness; (iii) the amounts by which the prices of Extreme common stock and call options
2 were allegedly artificially inflated (or deflated in the case of put options), if at all, during the
3 Class Period; and (iv) the extent to which factors such as general market, economic and industry
4 conditions, influenced the trading prices of Extreme common stock or exchange-traded options
5 (“Extreme Securities”) during the Class Period.

6 4. Defendants have denied and continue to deny any wrongdoing, deny that they
7 have committed any act or omission giving rise to any liability or violation of law, and deny that
8 Lead Plaintiff and the Settlement Class have suffered any loss attributable to Defendants’
9 actions. While Lead Plaintiff believes it has meritorious claims, it recognizes that there are
10 significant obstacles in the way to recovery.

11 **Statement of Attorneys’ Fees and Expenses Sought**

12 5. Lead Counsel, on behalf of itself and Liaison Counsel Berman Tabacco
13 (“Plaintiffs’ Counsel”), will apply to the Court for an award of attorneys’ fees from the
14 Settlement Fund in an amount not to exceed 25% of the Settlement Fund, which includes any
15 accrued interest. Lead Counsel will also apply for payment of litigation expenses incurred by
16 Plaintiffs’ Counsel in prosecuting the Action in an amount not to exceed \$230,000, plus accrued
17 interest, which may include an application pursuant to the Private Securities Litigation Reform
18 Act of 1995 (“PSLRA”) for the reasonable costs and expenses (including lost wages) of Lead
19 Plaintiff directly related to its representation of the Settlement Class. If the Court approves Lead
20 Counsel’s Fee and Expense Application, the average amount of fees and expenses, assuming
21 claims are filed for all shares eligible to participate in the Settlement, will be approximately
22 \$0.01 per allegedly damaged share of Extreme common stock.

23 **Reasons for the Settlement**

24 6. For Lead Plaintiff, the principal reason for the Settlement is the guaranteed cash
25 benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able
26 to prove the allegations in the Amended Complaint; the risk that the Court may grant some or all
27 of the anticipated motions to be filed by Defendants; the risks of litigation, especially in complex
28

1 securities actions like this; as well as the difficulties and delays inherent in such litigation
2 (including any trial and appeals). For Defendants, who deny all allegations of wrongdoing or
3 liability whatsoever and deny that Settlement Class Members were damaged, the principal
4 reasons for entering into the Settlement are to end the burden, expense, uncertainty, and risk of
5 further litigation.

6 **Identification of Attorneys' Representatives**

7 7. Lead Plaintiff and the Settlement Class are represented by Lead Counsel, Carol C.
8 Villegas, Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877,
9 www.labaton.com, settlementquestions@labaton.com.

10 **Please Do Not Call the Court with Questions About the Settlement**

11 **[END OF PSLRA COVER PAGE]**

12 **BASIC INFORMATION**

13 **1. Why did I get this Notice?**

14 8. You or someone in your family, or an investment account for which you serve as
15 a custodian, may have purchased or otherwise acquired publicly traded Extreme common stock,
16 exchange-traded call options, and/or sold publicly traded Extreme put options during the Class
17 Period, and may be a Settlement Class Member. This Notice explains the Action, the
18 Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible
19 for them, and how to get them.

20 9. The Court directed that this Notice be sent to Settlement Class Members to
21 inform them of the terms of the proposed Settlement and about all of their options, before the
22 Court decides whether to approve the Settlement at the upcoming hearing to consider the
23 fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and
24 Lead Counsel's Fee and Expense Application (the "Settlement Hearing").

25 10. The Court in charge of the Action is the United States District Court for the
26 Northern District of California, and the case is known as *In re Extreme Networks, Inc. Securities*
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1 *Litigation*, Case No. 3:15-cv-04883-BLF. The Action is assigned to the Honorable Beth Labson
2 Freeman.

3 **2. What is this case about?**

4 11. Extreme develops and sells network infrastructure equipment. Its main products
5 include wired and wireless devices for accessing the Internet, as well as relevant software. The
6 Action arises out of Defendants' allegedly false and misleading representations regarding the
7 success of Extreme's post-acquisition integration with its former competitor, Enterasys
8 Networks, Inc. ("Enterasys"), as well as developments in Extreme's key partnership with
9 Lenovo Group, Ltd. ("Lenovo"). As a result of these alleged misrepresentations and omissions,
10 Extreme's stock allegedly traded at artificially inflated prices during the Class Period.

11 12. Beginning in October 2015, two securities class action complaints were filed in
12 the United States District Court for the Northern District of California on behalf of investors in
13 Extreme. The actions were consolidated by an Order dated December 1, 2015. On June 28,
14 2016, the Court issued an Order appointing ATRS as Lead Plaintiff pursuant to the PSLRA. By
15 the same Order, the Court approved Lead Plaintiff's selection of Labaton Sucharow LLP as Lead
16 Counsel for the class and Berman Tabacco (t/k/a Berman DeValerio) as Liaison Counsel to
17 represent the class.

18 13. On September 26, 2016, Lead Plaintiff filed a Consolidated Class Action
19 Complaint for Violations of the Federal Securities Laws asserting claims under Sections 10(b)
20 and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), and Rule 10b-5 (17
21 C.F.R. §240.10b-5) promulgated thereunder. On November 10, 2016, Defendants filed a motion
22 to dismiss the consolidated complaint, which Lead Plaintiff opposed on December 23, 2016.
23 On April 27, 2017, the Court issued an Order granting Defendants' motion to dismiss with leave
24 to amend.

25 14. On June 2, 2017, Lead Plaintiff filed the Amended Consolidated Class Action
26 Complaint filed (the "Amended Complaint"). The Amended Complaint alleges violations under
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1 Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder. On July
2 10, 2017, the Defendants filed a motion to dismiss the Amended Complaint, which Lead
3 Plaintiff opposed on August 31, 2017. On March 21, 2018, the Court issued an Order granting
4 in part and denying in part Defendants' motion to dismiss. In particular, the Court found that
5 falsity and scienter were adequately pled with respect to only certain allegations. The Court
6 granted the motion to dismiss with respect to Defendant Kurtzweil on the Section 10(b) claim,
7 finding that he was not alleged to have made any surviving statements. On June 21, 2018,
8 Defendants answered the Amended Complaint, denying Lead Plaintiff's claims and asserting
9 various affirmative defenses.

10 15. On July 18, 2018, counsel for the Parties met with Robert Meyer, Esq. ("Mr.
11 Meyer"), a well-respected and highly experienced mediator, in an attempt to reach a settlement.
12 The mediation involved an extended effort to settle the claims and was preceded by the
13 exchange of mediation statements. The Parties were unable to reach an agreement at the July 18,
14 2018 mediation. Following the mediation, the Parties continued to engage in arm's-length
15 efforts, under the auspices of Mr. Meyer, and accepted a mediator's proposal to settle the Action
16 in August 2018 followed by execution of a Settlement Term Sheet on September 26, 2018. On
17 November ____ 2018, the Parties executed the Stipulation, which sets forth the final terms and
18 conditions of the Settlement.

19 16. Lead Plaintiff, through Lead Counsel, has conducted a thorough investigation
20 relating to the claims, defenses, and underlying events and transactions that are the subject of the
21 Action. This process has included reviewing and analyzing: (i) documents filed publicly by the
22 Company with the SEC; (ii) publicly available information, including press releases, news
23 articles, and other public statements issued by or concerning the Company and the Individual
24 Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv)
25 other publicly available information and data concerning the Company; (v) approximately 1,268
26 pages of documents produced in advance of mediation, including Board of Director minutes and
27 presentations; and (vi) the applicable law governing the claims and potential defenses. Lead
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1 Counsel also contacted 148 former employees of Extreme and other persons with relevant
2 knowledge, interviewed 24 of them (seven of whom were relied on in the Amended Complaint),
3 and consulted with experts on damages issues.

4 **3. Why is this a class action?**

5 17. In a class action, one or more persons or entities (in this case, Lead Plaintiff), sue
6 on behalf of people and entities that have similar claims. Together, these people and entities are
7 a “class,” and each is a “class member.” Bringing a case, such as this one, as a class action
8 allows the adjudication of many individuals’ similar claims that might be too small to bring
9 economically as separate actions. One court resolves the issues for all class members at the
10 same time, except for those who exclude themselves, or “opt-out,” from the class.
11

12 **4. What are the reasons for the Settlement?**

13 18. The Court did not finally decide in favor of Lead Plaintiff or Defendants. Instead,
14 both sides agreed to a settlement that will end the Action. Lead Plaintiff and Lead Counsel
15 believe that the claims asserted in the Action have merit, however, Lead Plaintiff and Lead
16 Counsel recognize the expense and length of continued proceedings necessary to pursue their
17 claims through trial and appeals, as well as the difficulties in establishing liability and damages.
18 In light of the Settlement and the guaranteed cash recovery to the Settlement Class, Lead
19 Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate,
20 and in the best interests of the Settlement Class.

21 19. Defendants have denied and continue to deny any allegations of wrongdoing
22 contained in the Amended Complaint. The Settlement should not be seen as an admission or
23 concession on the part of Defendants. Defendants have taken into account the burden, expense,
24 uncertainty, distraction, and risks inherent in any litigation and have concluded that it is
25 desirable to settle upon the terms and conditions set forth in the Stipulation.

26 **5. How do I know if I am part of the Settlement Class?**

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1 20. The Court directed, for the purposes of the proposed Settlement, that everyone
2 who fits the following description is a Settlement Class Member and subject to the Settlement
3 unless they are an excluded person (*see* Question 6 below) or take steps to exclude themselves
4 from the Settlement Class (*see* Question 11 below): ***all persons and entities that purchased or***
5 ***otherwise acquired the publicly traded common stock and exchange-traded call options,***
6 ***and/or sold put options, of Extreme during the period from September 12, 2013 through April***
7 ***9, 2015, inclusive, and who were damaged thereby.***

8 21. Receipt of this Notice does not mean that you are a Settlement Class Member.
9 The Parties do not have access to your transactions in Extreme Securities. Please check your
10 records or contact your broker to see if you are a member of the Settlement Class. If one of
11 your mutual funds purchased Extreme Securities during the Class Period, that alone does not
12 make you a Settlement Class Member. You are a Settlement Class Member only if you
13 individually purchased or otherwise acquired Extreme Securities during the Class Period.

14 **6. Are there exceptions to being included?**

15 22. Yes. There are some individuals and entities that are excluded from the
16 Settlement Class by definition. Excluded from the Settlement Class are: (i) the Defendants; (ii)
17 the officers and directors of the Company during the Class Period; (iii) the Company's
18 subsidiaries and affiliates; (iv) the Company's employee retirement and benefit plan(s) and their
19 participants or beneficiaries, to the extent they made purchases through such plan(s); (v)
20 members of the immediate families of the Individual Defendants and the officers and directors of
21 the Company during the Class Period; (vi) any entity in which any Defendant has or had a
22 controlling interest; and (vii) the legal representatives, heirs, successors, and assigns of any such
23 excluded party. Also excluded from the Settlement Class will be any Person that timely and
24 validly seeks exclusion from the Settlement Class in accordance with the procedures described
25 in Question 11 below or whose request is otherwise allowed by the Court.
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1 **THE SETTLEMENT BENEFITS**

2 **7. What does the Settlement provide?**

3 23. In exchange for the Settlement and the release of the Released Claims against the
4 Released Defendant Parties, Defendants have agreed to fund a \$7 million cash fund, which will
5 accrue interest, to be distributed, after deduction of Court-awarded attorneys’ fees and litigation
6 expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved
7 by the Court (the “Net Settlement Fund”), among all Settlement Class Members who submit
8 valid Claim Forms and are found to be eligible to receive a distribution from the Net Settlement
9 Fund (“Authorized Claimants”).

10 **8. How can I receive a payment?**

11 24. To qualify for a payment, you must submit a timely and valid Claim Form. A
12 Claim Form is included with this Notice. You can also obtain a Claim Form from the website
13 dedicated to the Settlement: www._____.com, or from Lead Counsel’s website,
14 www.labaton.com. You can request that a Claim Form be mailed to you by calling the Claims
15 Administrator toll-free at (____) ____-____. Please read the instructions contained in the Claim
16 Form carefully, fill out the Claim Form, include all the documents the form requests, sign it, and
17 mail or submit it to the Claims Administrator so that it is **postmarked or received no later than**
18 _____, _____.
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20 **9. When will I receive my payment?**

21 25. The Court will hold a Settlement Hearing on _____, ____ to decide,
22 among other things, whether to finally approve the Settlement. Even if the Court approves the
23 Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It
24 also takes a long time for all of the Claim Forms to be accurately reviewed and processed.
25 Please be patient.

26 **10. What am I giving up to receive a payment or stay in the Settlement Class?**

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1 26. If you are a member of the Settlement Class, unless you exclude yourself, you
2 will remain in the class, and that means that, upon the “Effective Date” of the Settlement, you
3 will release all “Released Claims” against the “Released Defendant Parties.”

4 (a) **“Released Claims”** means any and all claims and causes of action of
5 every nature and description, including both known claims and Unknown Claims (defined
6 below), whether arising under federal, state, common or foreign law, or any other law, whether
7 class or individual in nature, that Lead Plaintiff or any other Settlement Class Member
8 (i) asserted in the Action; or (ii) could have asserted in any forum that arise out of or are based
9 upon the allegations, transactions, facts, matters or occurrences, representations or omissions
10 involved, set forth, or referred to in any complaint in the Action and that relate to the purchase or
11 acquisition of the Company’s publicly traded common stock, and/or exchange-traded options on
12 such common stock, during the Class Period. Notwithstanding the foregoing, Released Claims
13 do not include (i) claims relating to the enforcement of the Settlement; or (ii) or any claims in the
14 shareholder derivative action *Shaffer v. Kispert*, No. 16-cv-291726 (Super. Ct. of Cal., Santa
15 Clara Cty., Feb. 2, 2016).

16 (b) **“Released Defendant Parties”** means Defendants, Defendants’ Counsel,
17 and each of their respective past, present, or future subsidiaries, parents, affiliates, principals,
18 successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents,
19 fiduciaries, contractors, employees, attorneys, auditors, insurers; the spouses, members of the
20 immediate families, representatives, and heirs of the Individual Defendants, as well as any trust
21 of which any Individual Defendant is the settlor or which is for the benefit of any of their
22 immediate family members; any firm, trust, corporation, or entity in which any Defendant has a
23 controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of
24 Defendants.

25 (c) **“Unknown Claims”** means any and all Released Claims that Lead
26 Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or
27 its favor at the time of the release of the Released Defendant Parties, and any and all Released
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1 Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor
2 at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it
3 might have affected his, her, or its decision(s) with respect to the Settlement, including the
4 decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the
5 Settlement Class. With respect to any and all Released Claims and Released Defendants'
6 Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and
7 Defendants shall expressly, and each other Settlement Class Member shall be deemed to have,
8 and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent
9 permitted by law, expressly waived and relinquished any and all provisions, rights and benefits
10 conferred by any law of any state or territory of the United States or foreign law, or principle of
11 common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which
12 provides:

13 **A general release does not extend to claims which the creditor does not**
14 **know or suspect to exist in his or her favor at the time of executing the**
15 **release, which if known by him or her must have materially affected his or**
16 **her settlement with the debtor.**

17 Lead Plaintiff, other Settlement Class Members, or Defendants may hereafter discover facts,
18 legal theories, or authorities in addition to or different from those which any of them now knows
19 or believes to be true with respect to the subject matter of the Released Claims and the Released
20 Defendants' Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever
21 settle and release, and each Settlement Class Member shall be deemed to have settled and
22 released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment
23 shall have settled and released, fully, finally, and forever, any and all Released Claims and
24 Released Defendants' Claims as applicable, without regard to the subsequent discovery or
25 existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and
26 Defendants acknowledge, and other Settlement Class Members by operation of law shall be
27 deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of
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1 Released Claims and Released Defendants' Claims was separately bargained for and was a
2 material element of the Settlement.

3 27. The "Effective Date" will occur when an Order entered by the Court approving
4 the Settlement becomes Final and is not subject to appeal. If you remain a member of the
5 Settlement Class, all of the Court's orders, whether favorable or unfavorable, will apply to you
6 and legally bind you. Upon the Effective Date, Defendants will also provide a release of any
7 claims against Lead Plaintiff and the Settlement Class arising out of or related to the institution,
8 prosecution, or settlement of the claims in the Action.

9 **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

10 28. If you do not want to be eligible to receive a payment from the Settlement but you
11 want to keep any right you may have to sue or continue to sue the Released Defendant Parties on
12 your own about the Released Claims, then you must take steps to remove yourself from the
13 Settlement Class. This is called excluding yourself or "opting out." **Please note: if you bring
14 your own claims, Defendants will have the right to seek their dismissal.**

15 **11. How do I exclude myself from the Settlement Class?**

16 29. To exclude yourself from the Settlement Class, you must mail a signed letter
17 stating that you "request to be excluded from the Settlement Class in *In re Extreme Networks,*
18 *Inc. Sec. Litig.*, No. 15-04883 (N.D. Cal)." You cannot exclude yourself by telephone or e-mail.
19 Each request for exclusion must also state: (i) the name, address, and telephone number of the
20 person or entity requesting exclusion; (ii) the date(s), price(s), and number(s) of shares of all
21 purchases, acquisitions, and sales of Extreme Securities during the Class Period; and (iii) be
22 signed by the person or entity requesting exclusion or an authorized representative. A request
23 for exclusion must be mailed, so that it is **received no later than _____, _____, to:**
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1 *Extreme Networks, Inc. Securities Litigation*

2 c/o _____
3 P.O. Box _____
4 _____

4 **Your exclusion request must comply with these requirements in order to be valid.**

5 30. If you ask to be excluded, do not submit a Claim Form because you cannot
6 receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement
7 because you will not be a Settlement Class Member. However, if you submit a valid exclusion
8 request, you will not be legally bound by anything that happens in the Action, and you may be
9 able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the
10 future, assuming your claims are timely. If you have a pending lawsuit against any of the
11 Released Defendant Parties, **please speak to your lawyer in the case immediately.**

12 **THE LAWYERS REPRESENTING YOU**

13 **13. Do I have a lawyer in this case?**

14 31. The Court appointed the law firm of Labaton Sucharow LLP to represent all
15 Settlement Class Members. These lawyers are called “Lead Counsel.” You will not be
16 separately charged for these lawyers. The Court will determine the amount of Plaintiffs’
17 Counsel’s fees and expenses, which will be paid from the Settlement Fund. If you want to be
18 represented by your own lawyer, you may hire one at your own expense.

19 **14. How will the lawyers be paid?**

20 32. Plaintiffs’ Counsel have not received any payment for their services in pursuing
21 the claims against Defendants on behalf of the Settlement Class, nor have they been reimbursed
22 for their litigation expenses. Lead Counsel will ask the Court to award it, together with Liaison
23 Counsel Berman Tabacco, attorneys’ fees of no more than 25% of the Settlement Fund, which
24 will include any accrued interest. No other attorneys will share in the fee awarded by the Court.
25 Lead Counsel will also seek payment of litigation expenses incurred by Plaintiffs’ Counsel in the
26 prosecution of the Action of no more than \$230,000, plus accrued interest, which may include an
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1 application in accordance with the PSLRA for the reasonable costs and expenses (including lost
2 wages) of Lead Plaintiff directly related to its representation of the Settlement Class.

3 **OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE**
4 **AND EXPENSE APPLICATION**

5 **15. How do I tell the Court that I do not like something about the proposed Settlement?**

6 33. If you are a Settlement Class Member, you can object to the Settlement or any of
7 its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application. You can ask
8 the Court not to approve the Settlement, however you cannot ask the Court to order a different
9 settlement; the Court can only approve or deny this Settlement. If the Court denies approval of
10 the Settlement, no payments will be made to Settlement Class Members and the Action will
11 continue.

12 34. To object, you must send a signed letter stating that you object to the proposed
13 Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application in “*In re*
14 *Extreme Networks, Inc. Sec. Litig.*, No. 15-04883 (N.D. Cal.)”. Your objection must state why
15 you are objecting and whether your objection applies only to you, a subset of the Settlement
16 Class, or the entire Settlement Class. The objection must also: (i) include the name, address, and
17 telephone number of the person or entity objecting; (ii) contain a statement of the objection and
18 the specific reasons for it, including any legal and evidentiary support (including witnesses) the
19 Settlement Class Member wishes to bring to the Court’s attention; and (iii) identify the number
20 of shares of Extreme Securities purchased, acquired, and/or sold during the Class Period, as well
21 as the date, number of shares, and price per share of each such purchase, acquisition, and/or sale.
22 Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the
23 manner described in this Notice will be deemed to have waived any objection and will be forever
24 foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or
25 Co-Lead Counsel’s Fee and Expense Application. Your objection must be submitted to the
26 Court either by mailing it to the Clerk of the Court or filing it with the Court so that it is
27 **postmarked or filed no later than _____, _____, using this address: Clerk of the**
28

1 Court, United States District Court, Northern District of California, Robert F. Peckham Federal
2 Building, United States Courthouse, 280 South 1st Street, San Jose, CA 95113.

3 **16. What is the difference between objecting and seeking exclusion?**

4 35. Objecting is telling the Court that you do not like something about the proposed
5 Settlement, Plan of Allocation, or Lead Counsel’s Fee and Expense Application. You can still
6 recover money from the Settlement. You can object *only* if you stay in the Settlement Class.
7 Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If
8 you exclude yourself from the Settlement Class, you have no basis to object because the
9 Settlement and the Action no longer affect you.

10 **THE SETTLEMENT HEARING**

11 **17. When and where will the Court decide whether to approve the proposed Settlement?**

12 36. The Court will hold the Settlement Hearing on _____, _____ at _____
13 _____, in Courtroom _____, _____ Floor of the Robert F. Peckham Federal Building & United States
14 Courthouse, 280 South 1st Street, San Jose, CA 95113. At this hearing, the Court will consider,
15 whether: (i) the Settlement is fair, reasonable, adequate, and should be finally approved; (ii) the
16 Plan of Allocation is fair and reasonable, and should be approved; and (iii) Lead Counsel’s Fee
17 and Expense Application is reasonable and should be approved. The Court will take into
18 consideration any written objections filed in accordance with the instructions in Question 15
19 above. We do not know how long it will take the Court to make these decisions.

20 37. You should be aware that the Court may change the date and time of the
21 Settlement Hearing without another notice being sent to Class Members. If you want to attend
22 the hearing, you should check with Lead Counsel beforehand to be sure that the date and/or time
23 has not changed, periodically check the Court’s website at [https://www.cand.uscourts.gov/cm-](https://www.cand.uscourts.gov/cm-ecf)
24 [ecf](https://www.cand.uscourts.gov/cm-ecf), or periodically check the settlement website at www._____.com to see if the
25 Settlement Hearing stays as calendared or is changed. Subscribers to PACER, a fee-based
26 service, can also view the Court’s docket for the Action for updates about the Settlement
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1 Hearing through the Court's on-line Case Management/Electronic Case Files System at
2 <https://www.pacer.gov>.

3 **18. Do I have to come to the Settlement Hearing?**

4 38. No. Lead Counsel will answer any questions the Court may have. But, you are
5 welcome to attend at your own expense. If you submit a valid and timely objection, the Court
6 will consider it and you do not have to come to Court to discuss it. You may have your own
7 lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he
8 or she must file and serve a Notice of Appearance in the manner described in the answer to
9 Question 19 below **no later than** _____, _____.
10

11 **19. May I speak at the Settlement Hearing?**

12 39. You may ask the Court for permission to speak at the Settlement Hearing. To do
13 so, you must include with your objection (*see* Question 15), **no later than** _____,
14 _____, a statement that you, or your attorney, intend to appear in "*In re Extreme Networks, Inc.*
15 *Sec. Litig.*, No. 15-04883 (N.D. Cal.)." Persons who intend to present evidence at the Settlement
16 Hearing must also include in their objections the identities of any witnesses they may wish to
17 call to testify and any exhibits they intend to introduce into evidence at the hearing. You may
18 not speak at the Settlement Hearing if you exclude yourself or if you have not provided written
19 notice in accordance with the procedures described in this Question 19 and Question 15 above.

20 **IF YOU DO NOTHING**

21 **20. What happens if I do nothing at all?**

22 40. If you do nothing and you are a member of the Settlement Class, you will receive
23 no money from this Settlement and you will be precluded from starting a lawsuit, continuing
24 with a lawsuit, or being part of any other lawsuit against Defendants and the other Released
25 Defendant Parties concerning the Released Claims. To share in the Net Settlement Fund, you
26 must submit a Claim Form (*see* Question 8 above).
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GETTING MORE INFORMATION

21. Are there more details about the Settlement?

41. This Notice summarizes the proposed Settlement. More details are in the Stipulation. Lead Counsel’s motions in support of final approval of the Settlement, the request for attorneys’ fees and litigation expenses, and approval of the proposed Plan of Allocation will be filed with the Court no later than _____, _____ and be available from Lead Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

42. You may review the Stipulation or documents filed in the case at the Office of the Clerk of the United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113 on weekdays (other than court holidays) between 9:00 a.m. and 4:00 p.m. Subscribers to PACER can also view the papers filed publicly in the Action through the Court’s on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

43. You can also get a copy of the Stipulation and other case documents by calling the Claims Administrator toll free at (____) ____-____; writing to the Claims Administrator at *Extreme Networks, Inc. Securities Litigation*, c/o _____, _____; or visiting the website dedicated to the Settlement, www._____.com or the website of Lead Counsel, www.labaton.com. **Please do not call the Court with questions about the Settlement.**

PLAN OF ALLOCATION OF NET SETTLEMENT FUND

22. How will my claim be calculated?

44. As discussed above, the Settlement Amount and any interest it earns constitute the Settlement Fund. The Settlement Fund, after the deduction of Court-approved attorneys’ fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the Net Settlement Fund. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – *i.e.*, members of the Settlement Class who timely submit valid Claim Forms that are accepted for

1 payment – in accordance with this proposed Plan of Allocation or such other plan of allocation
2 as the Court may approve. Settlement Class Members who do not timely submit valid Claim
3 Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement.
4 The Court may approve this proposed Plan of Allocation, or modify it, without additional notice
5 to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the
6 settlement website, www._____.com.

7 45. To design the Plan, Lead Counsel has conferred with Lead Plaintiff's damages
8 expert. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably
9 among those Settlement Class Members who suffered economic losses as a proximate result of
10 the alleged wrongdoing. The Plan of Allocation is not intended to estimate, or indicative of, the
11 amounts that Settlement Class Members might have been able to recover after a trial. Nor are
12 the calculations intended to estimate the amounts that will be paid to Authorized Claimants. The
13 Plan of Allocation measures the amount of loss that a Settlement Class Member can claim for
14 purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants.

15 46. For losses to be compensable damages under the federal securities laws, the
16 disclosure of the allegedly misrepresented information must be the cause of the change in the
17 price of the securities at issue. In this case, Lead Plaintiff alleged that Defendants issued false
18 statements and omitted material facts during the Class Period that artificially inflated the price of
19 Extreme common stock and call options (and artificially deflated the price of Extreme put
20 options). It is alleged that corrective information released to the market on February 5, 2014
21 (prior to market open), May 6, 2014 (after market close), October 15, 2014 (prior to market
22 open), and April 9, 2015 (after market close) impacted the market prices of Extreme Securities
23 in a statistically significant manner and removed the alleged artificial inflation (deflation for put
24 options) from the prices on February 5, 2014, May 7-8, 2014, October 16, 2014, and April 10,
25 2015. Accordingly, in order to have a compensable loss in this Settlement, the Extreme common
26 stock and call options must have been purchased or otherwise acquired during the Class Period
27 and held through at least one of the alleged corrective disclosures listed above and, with respect
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1 to put options, those options must have been sold (written) during the Class Period and not
2 closed through at least one of the alleged corrective disclosures.

3 **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

4 47. A “Recognized Loss Amount” will be calculated as set forth herein for each
5 purchase of Extreme common stock and call options and each sale of Extreme put options during
6 the Class Period that is listed in the Claim Form and for which adequate documentation is
7 provided. The sum of a claimant’s Recognized Loss Amounts will be the claimant’s
8 “Recognized Claim.” To the extent that the calculation of a claimant’s Recognized Loss
9 Amount results in a negative number, that number shall be set to zero.

10 **COMMON STOCK CALCULATIONS**

11 48. For each share of common stock purchased or otherwise acquired during the
12 Class Period and sold before the close of trading on April 9, 2015, an “Out of Pocket Loss” will
13 be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and
14 commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent
15 that the calculation of the Out of Pocket Loss results in a negative number, that number shall be
16 set to zero.

17 49. **For each share of Extreme common stock purchased or acquired from**
18 **September 12, 2013 through and including April 9, 2015 and:**

- 19 A. Sold before the opening of trading on February 5, 2014, the Recognized Loss Amount for
20 each such share shall be zero.
- 21 B. Sold after the opening of trading on February 5, 2014, and before the close of trading on
22 April 9, 2015, the Recognized Loss Amount for each such share shall be ***the lesser of:***
- 23 1. the dollar artificial inflation applicable to each such share on the date of
24 purchase/acquisition as set forth in **Table 1** below ***minus*** the dollar artificial inflation
25 applicable to each such share on the date of sale as set forth in **Table 1** below; or
- 26 2. the Out of Pocket Loss.
- 27 C. Sold after the close of trading on April 9, 2015, and before the close of trading on July 8,
28 2015, the Recognized Loss Amount for each such share shall be ***the least of:***

1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or
2. the actual purchase/acquisition price of each such share *minus* the average closing price from April 10, 2015, up to the date of sale as set forth in **Table 2**³ (available at www. _____); or
3. the Out of Pocket Loss.

D. Held as of the close of trading on July 8, 2015, the Recognized Loss Amount for each such share shall be *the lesser of*:

1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or
2. the actual purchase/acquisition price of each such share *minus* the average closing price of \$2.63.

TABLE 1

**Extreme Networks Common Stock Artificial Inflation
For Purposes of Calculating Purchase and Sale Inflation**

Transaction Date	Artificial Inflation Per Share
September 12, 2013 – February 4, 2014	\$3.50
February 5, 2014 – May 6, 2014	\$3.28
May 7, 2014	\$1.87
May 8, 2014 – October 15, 2014	\$1.49
October 16, 2014 – April 9, 2015	\$0.77

CALL AND PUT OPTIONS CALCULATIONS

50. Exchange-traded options are traded in units called “contracts,” which entitle the holder to buy (in the case of a call option) or sell (in the case of a put option) 100 shares of the

³ Pursuant to Section 21D(e)(1) of the Exchange Act, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with this requirement, Recognized Loss Amounts are reduced by taking into account the closing prices of Extreme common stock during the “90-day look-back period,” April 10, 2015 through July 8, 2015. The mean (average) closing price for Extreme common stock during this 90-day look-back period was \$2.63.

1 underlying security, which in this case is Extreme common stock. Throughout this Plan of
2 Allocation, all price quotations are per share of the underlying security (i.e., 1/100 of a contract).

3 51. Each option contract specifies a strike price and an expiration date. Contracts
4 with the same strike price and expiration date are referred to as a “series” and each series
5 represents a different security that trades in the market and has its own market price (and thus
6 artificial inflation or deflation). Under the Plan of Allocation, the dollar artificial inflation per
7 share (i.e., 1/100 of a contract) for each series of Extreme call options and the dollar artificial
8 deflation per share (i.e., 1/100 of a contract) for each series of Extreme put options has been
9 calculated by Lead Plaintiff’s damages expert.

10 52. Transactions in Extreme options that expired before February 5, 2014 have a
11 Recognized Loss Amount of zero under the Plan of Allocation.

12 53. For each Extreme call option purchased or otherwise acquired during the Class
13 Period and sold before the close of trading on April 9, 2015, and for each Extreme put option
14 sold (written) during the Class Period and purchased before the close of trading on April 9, 2015,
15 an “Out of Pocket Loss” will be calculated. For Extreme call options closed through sale, the
16 Out of Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions)
17 minus the sale price (excluding all fees, taxes, and commissions). For Extreme call options
18 closed through exercise or expiration, the Out of Pocket Loss is the purchase/acquisition price
19 (excluding all fees, taxes, and commissions) *minus* the value per option on the date of exercise or
20 expiration.⁴ For Extreme put options closed through purchase, the Out of Pocket Loss is the
21 purchase/acquisition price (excluding all fees, taxes, and commissions) minus the sale price
22 (excluding all fees, taxes, and commissions). For Extreme put options closed through exercise
23 or expiration, the Out of Pocket Loss is the value per option on the date of exercise or
24

25
26
27 ⁴ The “value” of the call option on the date of exercise or expiration shall be the closing
28 price of Extreme common stock on the date of exercise or expiration minus the strike price of the
option. If this number is less than zero, the value of the call option is zero.

1 expiration⁵ *minus* the sale price (excluding all fees, taxes, and commissions). To the extent that
2 the calculation of the Out of Pocket Loss results in a negative number, that number shall be set
3 to zero.

4
5 **54. For each Extreme call option purchased or otherwise acquired from**
6 **September 12, 2013 through and including April 9, 2015, and:**

7 A. Closed (through sale, exercise, or expiration) before the opening of trading on February
8 5, 2014, the Recognized Loss Amount for each such share shall be zero.

9 B. Closed (through sale, exercise, or expiration) after the opening of trading on February 5,
10 2014, and before the close of trading on April 9, 2015, the Recognized Loss Amount for
11 each such share shall be *the lesser of*:

12 1. the dollar artificial inflation applicable to each such share on the date of
13 purchase/acquisition as set forth in **Table 3** below *minus* the dollar artificial inflation
14 applicable to each such share on the date of sale as set forth in **Table 3** (available at
15 www. _____); or

16 2. the Out of Pocket Loss.

17 C. Open as of the close of trading on April 9, 2015, the Recognized Loss Amount for each
18 such share shall be *the lesser of*:

19 1. the dollar artificial inflation applicable to each such share on the date of
20 purchase/acquisition as set forth in **Table 3** (available at www. _____); or

21 2. the actual purchase/acquisition price of each such share *minus* the closing on April
22 10, 2015 (i.e., the “Holding Price”) as set forth in **Table 3** (available at www.
23 _____).

24 **55. For each Extreme put option sold (written) from September 12, 2013**
25 **through and including April 9, 2015, and:**

26 A. Closed (through purchase, exercise, or expiration) before the opening of trading on
27 February 5, 2014, the Recognized Loss Amount for each such share shall be zero.

28 B. Closed (through purchase, exercise, or expiration) after the opening of trading on
February 5, 2014, and before the close of trading on April 9, 2015, the Recognized Loss
Amount for each such share shall be *the lesser of*:

⁵ The “value” of the put option on the date of exercise or expiration shall be the strike price of the option minus the closing price of Extreme common stock on the date of exercise or expiration. If this number is less than zero, the value of the put option is zero.

1 1. the dollar artificial deflation applicable to each such share on the date of sale (writing)
2 as set forth in **Table 4** (available at www. _____) *minus* the dollar
3 artificial deflation applicable to each such share on the date of close as set forth in
4 **Table 4** (available at www. _____); or

5 2. the Out of Pocket Loss.

6 C. Open as of the close of trading on April 9, 2015, the Recognized Loss Amount for each
7 such share shall be *the lesser of*:

8 1. the dollar artificial deflation applicable to each such share on the date of sale (writing)
9 as set forth in **Table 4** (available at www. _____); or

10 2. the closing price on April 10, 2015 (i.e., the “Holding Price”) as set forth in **Table 4**
11 (available at www. _____) *minus* the sale (writing) price.

12 56. **Maximum Recovery for Options:** The Settlement proceeds available for
13 Extreme call options purchased during the Class Period and Extreme put options sold (written)
14 during the Class Period shall be limited to a total amount equal to 1% of the Net Settlement
15 Fund.

16 **ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION**

17 57. If a Settlement Class Member has more than one purchase/acquisition or sale of
18 any eligible Extreme Security during the Class Period, all purchases/acquisitions and sales of the
19 like security shall be matched on a FIFO basis. With respect to Extreme common stock and call
20 options, Class Period sales will be matched first against any holdings at the beginning of the
21 Class Period and then against purchases/acquisitions in chronological order, beginning with the
22 earliest purchase/acquisition made during the Class Period. For Extreme put options, Class
23 Period purchases will be matched first to close out positions open at the beginning of the Class
24 Period, and then against put options sold (written) during the Class Period in chronological
25 order.

26 58. Purchases/acquisitions and sales of Extreme Securities shall be deemed to have
27 occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.
28 The receipt or grant by gift, inheritance or operation of law of Extreme Securities during the
Class Period shall not be deemed a purchase, acquisition or sale of such securities for the

1 calculation of an Authorized Claimant's Recognized Claim, nor shall the receipt or grant be
2 deemed an assignment of any claim relating to the purchase/acquisition of such security unless
3 (i) the donor or decedent purchased or otherwise acquired the security during the Class Period;
4 (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by
5 anyone else with respect to such security; and (iii) it is specifically so provided in the instrument
6 of gift or assignment.

7 59. The Recognized Loss Amount on any portion of a purchase or acquisition that
8 matches against (or "covers") a "short sale" is zero. The Recognized Loss Amount on a "short
9 sale" that is not covered by a purchase or acquisition is also zero. In the event that a claimant
10 has an opening short position in Extreme common stock at the start of the Class Period, the
11 earliest Class Period purchases or acquisitions shall be matched against such opening short
12 position in accordance with the FIFO matching described above and any portion of such
13 purchases or acquisition that covers such short sales will not be entitled to recovery. In the event
14 that a claimant newly establishes a short position during the Class Period, the earliest subsequent
15 Class Period purchase or acquisition shall be matched against such short position on a FIFO
16 basis and will not be entitled to a recovery.

17 60. If a Settlement Class Member has "written" call options, thereby having a short
18 position in the call options, the date of covering such a written position is deemed to be the date
19 of purchase or acquisition of the call option. The date on which the call option was written is
20 deemed to be the date of sale of the call option. In accordance with the Plan of Allocation, the
21 earliest Class Period purchases or acquisitions shall be matched against such short positions in
22 accordance with the FIFO matching described above and any portion of such purchases or
23 acquisitions that cover such short positions will not be entitled to recovery.

24 61. If a Settlement Class Member has purchased or acquired put options, thereby
25 having a long position in the put options, the date of purchase/acquisition is deemed to be the
26 date of purchase/acquisition of the put option. The date on which the put option was sold,
27 exercised, or expired is deemed to be the date of sale of the put option. In accordance with the
28

1 Plan of Allocation, the earliest sales or dispositions of like put options during the Class Period
2 shall be matched against such long positions in accordance with the FIFO matching described
3 above and any portion of the sales that cover such long positions shall not be entitled to a
4 recovery.

5 62. Publicly traded Extreme common stock, Extreme call options, and Extreme put
6 options are the only securities eligible for recovery under the Plan of Allocation. With respect to
7 Extreme common stock purchased or sold through the exercise of an option, the purchase/sale
8 date of the Extreme common stock is the exercise date of the option and the purchase/sale price
9 is the exercise price of the option.

10 63. An Authorized Claimant's Recognized Claim shall be the amount used to
11 calculate the Authorized Claimant's share of the Net Settlement Fund. To the extent there are
12 sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount
13 equal to his, her, or its Recognized Claim. If, however, the sum total of Recognized Claims of
14 all Authorized Claimants is greater than the Net Settlement Fund, each Authorized Claimant
15 shall receive the percentage of the Net Settlement Fund that his, her, or its Recognized Claim
16 bears to the total Recognized Claims of all Authorized Claimants, i.e., the Authorized
17 Claimant's *pro rata* share.

18 64. The Net Settlement Fund will be allocated among all Authorized Claimants
19 whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized
20 Claimant calculates to less than \$10.00, it will not be included in the calculation and a
21 distribution will not be made to that Authorized Claimant.

22 65. Distributions to eligible Authorized Claimants will be made after claims have
23 been processed. After an initial distribution of the Net Settlement Fund, if there is any balance
24 remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or
25 otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement
26 Fund, Lead Counsel shall, if feasible and economical after payment of Notice and
27 Administration Expenses, Taxes, and attorneys' fees and expenses if any, redistribute such
28

1 balance among Authorized Claimants who have cashed their checks in an equitable and
2 economic fashion. These redistributions shall be repeated until the balance in the Net Settlement
3 Fund is no longer feasible to distribute to Authorized Claimants. Once it is no longer feasible or
4 economical to make further distributions, any balance that still remains in the Net Settlement
5 Fund after re-distribution(s) and after payment of outstanding Notice and Administration
6 Expense, Taxes, and attorneys' fees and expenses, if any, shall be contributed to Consumer
7 Federation of America.

8 66. Payment pursuant to the Plan of Allocation, or such other plan of allocation as
9 may be approved by the Court, shall be conclusive against all claimants. No person shall have
10 any claim against Lead Plaintiff, Plaintiffs' Counsel, Lead Plaintiff's damages expert,
11 Defendants, Defendants' Counsel, any of the other Released Plaintiffs Parties or Released
12 Defendant Parties, or the Claims Administrator or other agent designated by Lead Counsel,
13 arising from distributions made substantially in accordance with the Stipulation, the Plan of
14 Allocation approved by the Court, or further orders of the Court. Lead Plaintiff, Defendants and
15 their respective counsel, and all other Released Defendant Parties, shall have no responsibility or
16 liability whatsoever for the investment or distribution of the Settlement Fund or the Net
17 Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or
18 payment of any Claim Form or nonperformance of the Claims Administrator; the payment or
19 withholding of Taxes; or any losses incurred in connection therewith.

20 67. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable
21 grounds the Claim of any claimant. Each claimant shall be deemed to have submitted to the
22 jurisdiction of the Court with respect to his, her or its Claim Form.

23
24 **SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

25 68. If you purchased or otherwise acquired Extreme Securities during the Class
26 Period for the beneficial interest of a person or entity other than yourself, the Court has directed
27 that **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST**
28

1 **EITHER:** (a) provide to the Claims Administrator the name and last known address of each
 2 such person or entity; or (b) request additional copies of this Notice and the Claim Form from
 3 the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN**
 4 **(7) DAYS** of receipt, mail the Notice and Claim Form directly to all such persons or entities. If
 5 you choose to follow procedure (b), the Court has also directed that, upon making that mailing,
 6 **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing
 7 was made as directed and keep a record of the names and mailing addresses used. Upon full and
 8 timely compliance with these directions, you may seek reimbursement from the Settlement Fund
 9 of your reasonable expenses actually incurred in connection with the foregoing, upon request
 10 and submission of appropriate documentation. All communications concerning the foregoing
 11 should be addressed to the Claims Administrator: *Extreme Networks, Inc. Securities Litigation*,
 12 Claims Administrator, _____, (800) _____, [email], www._____.

13 Dated: _____, _____

14 BY ORDER OF THE UNITED STATES
 15 DISTRICT COURT FOR THE
 16 NORTHERN DISTRICT OF
 17 CALIFORNIA

18 **[TABLES FOR POSTING ON WEBSITE]**

19 **TABLE 2**

20 **Extreme Networks Common Stock Closing Price and Average Closing Price
 April 10, 2015 – July 8, 2015**

Date	Closing Price	Average Closing Price Between April 10, 2015 and Date Shown	Date	Closing Price	Average Closing Price Between April 10, 2015 and Date Shown
4/10/2015	\$2.50	\$2.50	5/26/2015	\$2.59	\$2.54
4/13/2015	\$2.47	\$2.49	5/27/2015	\$2.65	\$2.55
4/14/2015	\$2.41	\$2.46	5/28/2015	\$2.68	\$2.55
4/15/2015	\$2.45	\$2.46	5/29/2015	\$2.71	\$2.56
4/16/2015	\$2.45	\$2.46	6/1/2015	\$2.65	\$2.56
4/17/2015	\$2.42	\$2.45	6/2/2015	\$2.70	\$2.56

Date	Closing Price	Average Closing Price Between April 10, 2015 and Date Shown	Date	Closing Price	Average Closing Price Between April 10, 2015 and Date Shown
4/20/2015	\$2.51	\$2.46	6/3/2015	\$2.80	\$2.57
4/21/2015	\$2.53	\$2.47	6/4/2015	\$2.58	\$2.57
4/22/2015	\$2.52	\$2.47	6/5/2015	\$2.64	\$2.57
4/23/2015	\$2.57	\$2.48	6/8/2015	\$2.61	\$2.57
4/24/2015	\$2.55	\$2.49	6/9/2015	\$2.61	\$2.57
4/27/2015	\$2.58	\$2.50	6/10/2015	\$2.67	\$2.57
4/28/2015	\$2.65	\$2.51	6/11/2015	\$2.83	\$2.58
4/29/2015	\$2.60	\$2.52	6/12/2015	\$2.95	\$2.59
4/30/2015	\$2.52	\$2.52	6/15/2015	\$2.87	\$2.59
5/1/2015	\$2.54	\$2.52	6/16/2015	\$3.01	\$2.60
5/4/2015	\$2.55	\$2.52	6/17/2015	\$2.95	\$2.61
5/5/2015	\$2.49	\$2.52	6/18/2015	\$2.91	\$2.62
5/6/2015	\$2.59	\$2.52	6/19/2015	\$2.92	\$2.62
5/7/2015	\$2.47	\$2.52	6/22/2015	\$2.84	\$2.63
5/8/2015	\$2.51	\$2.52	6/23/2015	\$2.85	\$2.63
5/11/2015	\$2.54	\$2.52	6/24/2015	\$2.77	\$2.63
5/12/2015	\$2.56	\$2.52	6/25/2015	\$2.77	\$2.64
5/13/2015	\$2.59	\$2.52	6/26/2015	\$2.76	\$2.64
5/14/2015	\$2.59	\$2.53	6/29/2015	\$2.65	\$2.64
5/15/2015	\$2.66	\$2.53	6/30/2015	\$2.69	\$2.64
5/18/2015	\$2.57	\$2.53	7/1/2015	\$2.60	\$2.64
5/19/2015	\$2.63	\$2.54	7/2/2015	\$2.59	\$2.64
5/20/2015	\$2.56	\$2.54	7/6/2015	\$2.48	\$2.64
5/21/2015	\$2.60	\$2.54	7/7/2015	\$2.45	\$2.63
5/22/2015	\$2.62	\$2.54	7/8/2015	\$2.36	\$2.63

TABLE 3 – Extreme Networks Call Option Daily Artificial Inflation per Share and Holding Values

Expiration Date	Strike Price	Call Option Artificial Inflation per Share During Trading Periods					Holding Value
		9/12/2013 through 2/4/2014	2/5/2014 through 5/6/2014	5/7/2014	5/8/2014 through 10/15/2014	10/16/2014 through 4/9/2015	
2/22/2014	\$5.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/22/2014	\$7.50	\$0.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/22/2014	\$10.00	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/22/2014	\$2.50	\$0.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/22/2014	\$5.00	\$0.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/22/2014	\$7.50	\$0.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2014	\$2.50	\$0.00	\$1.81	\$0.38	\$0.00	\$0.00	\$0.00
5/17/2014	\$5.00	\$0.00	\$0.50	\$0.02	\$0.00	\$0.00	\$0.00
5/17/2014	\$7.50	\$0.00	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00

Expiration Date	Strike Price	Call Option Artificial Inflation per Share During Trading Periods					Holding Value
		9/12/2013 through 2/4/2014	2/5/2014 through 5/6/2014	5/7/2014	5/8/2014 through 10/15/2014	10/16/2014 through 4/9/2015	
6/21/2014	\$2.50	\$1.97	\$1.76	\$0.33	\$0.00	\$0.00	\$0.00
6/21/2014	\$5.00	\$0.72	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00
6/21/2014	\$7.50	\$0.14	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00
6/21/2014	\$10.00	\$0.06	\$0.05	\$0.02	\$0.00	\$0.00	\$0.00
9/20/2014	\$2.50	\$1.89	\$1.69	\$0.31	\$0.00	\$0.00	\$0.00
9/20/2014	\$5.00	\$0.89	\$0.73	\$0.05	\$0.00	\$0.00	\$0.00
9/20/2014	\$7.50	\$0.31	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00
9/20/2014	\$10.00	\$0.09	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00
11/22/2014	\$5.00	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00
12/20/2014	\$2.50	\$0.00	\$2.09	\$0.86	\$0.50	\$0.00	\$0.00
12/20/2014	\$5.00	\$0.00	\$0.95	\$0.22	\$0.13	\$0.00	\$0.00
12/20/2014	\$7.50	\$0.00	\$0.20	\$0.02	\$0.00	\$0.00	\$0.00
3/20/2015	\$2.50	\$0.00	\$0.00	\$0.00	\$0.48	\$0.00	\$0.00
3/20/2015	\$5.00	\$0.00	\$0.00	\$0.00	\$0.18	\$0.00	\$0.00
3/20/2015	\$7.50	\$0.00	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00
4/17/2015	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.05	\$0.03
6/19/2015	\$2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.53	\$0.30
6/19/2015	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.03	\$0.05
9/18/2015	\$2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.53	\$0.40
9/18/2015	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.10	\$0.08

TABLE 4 – Extreme Networks Put Option Daily Artificial Deflation per Share and Holding Values

Expiration Date	Strike Price	Put Option Artificial Deflation per Share During Trading Periods					Holding Value
		9/12/2013 through 2/4/2014	2/5/2014 through 5/6/2014	5/7/2014	5/8/2014 through 10/15/2014	10/16/2014 through 4/9/2015	
2/22/2014	\$7.50	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/22/2014	\$5.00	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3/22/2014	\$7.50	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2014	\$5.00	\$0.00	\$1.24	\$0.36	\$0.00	\$0.00	\$0.00
5/17/2014	\$7.50	\$0.00	\$1.76	\$0.33	\$0.00	\$0.00	\$0.00
6/21/2014	\$5.00	\$1.15	\$1.14	\$0.36	\$0.00	\$0.00	\$0.00
6/21/2014	\$7.50	\$1.89	\$1.76	\$0.33	\$0.00	\$0.00	\$0.00
6/21/2014	\$10.00	\$1.96	\$1.78	\$0.33	\$0.00	\$0.00	\$0.00
9/20/2014	\$2.50	\$0.07	\$0.07	\$0.02	\$0.00	\$0.00	\$0.00
9/20/2014	\$5.00	\$1.01	\$0.97	\$0.19	\$0.00	\$0.00	\$0.00
9/20/2014	\$7.50	\$1.73	\$1.61	\$0.33	\$0.00	\$0.00	\$0.00
9/20/2014	\$10.00	\$1.96	\$1.78	\$0.38	\$0.00	\$0.00	\$0.00
11/22/2014	\$5.00	\$0.00	\$0.00	\$0.00	\$0.55	\$0.00	\$0.00
12/20/2014	\$5.00	\$0.00	\$1.44	\$0.81	\$0.53	\$0.00	\$0.00
12/20/2014	\$7.50	\$0.00	\$2.16	\$0.98	\$0.65	\$0.00	\$0.00
12/20/2014	\$10.00	\$0.00	\$2.23	\$0.88	\$0.50	\$0.00	\$0.00
3/20/2015	\$5.00	\$0.00	\$0.00	\$0.00	\$0.45	\$0.00	\$0.00
3/20/2015	\$7.50	\$0.00	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00
6/19/2015	\$2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.15	\$0.28
6/19/2015	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.75	\$2.58
9/18/2015	\$2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.23	\$0.48
9/18/2015	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.68	\$2.60

Exhibit A-2

1 **LABATON SUCHAROW LLP**

2 Carol C. Villegas (*pro hac vice*)

3 Alec T. Coquin (*pro hac vice*)

4 140 Broadway

5 New York, NY 10005

6 Telephone: (212) 907-0700

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8 Email: cvillegas@labaton.com

9 acoquin@labaton.com

10 *Counsel for Lead Plaintiff and Lead Counsel*

11 *for the Class*

12 **BERMAN TABACCO**

13 Nicole Lavalley (SBN 165755)

14 A. Chowning Poppler (SBN 272870)

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16 San Francisco, CA 94111

17 Telephone: (415) 433-3200

18 Facsimile: (415) 433-6382

19 Email: nlavalley@bermantabacco.com

20 cpoppler@bermantabacco.com

21 *Liaison Counsel for the Class*

22 **UNITED STATES DISTRICT COURT**

23 **NORTHERN DISTRICT OF CALIFORNIA**

24 **SAN JOSE DIVISION**

25 **IN RE EXTREME NETWORKS, INC.**

26 **SECURITIES LITIGATION**

27 This Document Relates to:

28 All Actions.

Master File No. 3:15-cv-04883-BLF

CLASS ACTION

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2

1 **I. GENERAL INSTRUCTIONS**

2 1. Capitalized terms not defined in this Proof of Claim and Release (“Claim Form”)
3 have the same meaning as set forth in the Notice of Pendency of Class Action, Proposed
4 Settlement, and Motion for Attorneys’ Fees and Expenses (“Notice”) that accompanies this
5 Claim Form and the Stipulation and Agreement of Settlement, dated as of _____, 2018 (the
6 “Stipulation”).

7 2. To be eligible to recover from the Net Settlement Fund in the action entitled *In re*
8 *Extreme Networks, Inc. Sec. Litig.*, No. 15-04883-BLF (N.D. Cal.)” (the “Action”), you must
9 complete and, on page ___, sign this Claim Form. If you fail to submit a properly completed
10 and addressed Claim Form, your claim may be rejected and you may be precluded from any
11 recovery from the Net Settlement Fund created in connection with the Settlement of the Action.
12 Submission of this Claim Form, however, does not assure that you will share in the Net
13 Settlement Fund.

14 3. **YOU MUST MAIL OR SUBMIT YOUR COMPLETED AND SIGNED**
15 **CLAIM FORM ONLINE SO THAT IT IS POSTMARKED OR RECEIVED NO LATER**
16 **THAN _____, 2019, ADDRESSED AS FOLLOWS:**

17 *Extreme Networks, Inc. Securities Litigation*

18 c/o _____

19 P.O. Box _____
20 _____

21 To be considered timely, your Claim Form must be postmarked or received by the deadline
22 above. In all other cases, a Claim Form shall be deemed to have been submitted when actually
23 received by the Claims Administrator.

24 4. If you are NOT a Settlement Class Member (as defined in the Notice), **DO NOT**
25 submit a Claim Form. If you are a Settlement Class Member and have not requested exclusion,
26 you will be bound by the terms of the Settlement and any judgment entered in this Action,
27 **WHETHER OR NOT YOU SUBMIT A CLAIM FORM.**

1 5. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large
2 numbers of transactions may request, or may be requested, to submit information regarding their
3 transactions in electronic files. To obtain the mandatory electronic filing requirements and file
4 layout, you may visit the settlement website at www._____.com or you may email the
5 Claims Administrator's electronic filing department at questions@_____.com. Any file
6 not in accordance with the required electronic filing format will be subject to rejection. No
7 electronic files will be considered to have been properly submitted unless the Claims
8 Administrator issues an email after processing your file with your claim numbers and respective
9 account information. Do not assume that your file has been received or processed until you
10 receive this email. If you do not receive such an email within 10 days of your submission, you
11 should contact the electronic filing department at questions@_____.com to inquire about
12 your file and confirm it was received and acceptable.

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MUST BE
POSTMARKED OR
RECEIVED ONLINE
NO LATER THAN
_____ 2019

In re Extreme Networks, Inc. Securities Litigation

For Official Use Only

PROOF OF CLAIM AND RELEASE

Use Blue or Black Ink Only

PART I: CLAIMANT IDENTIFICATION –

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you **MUST** notify the Claims Administrator in writing at the address above.

Beneficial Owner's First Name

Beneficial Owner's Last Name

Co-Beneficial Owner's First Name

Co-Beneficial Owner's Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City

State

Zip Code

Country

Last four digits of Social Security Number or Taxpayer Identification Number

PART II: TRANSACTIONS IN EXTREME PUBLICLY TRADED COMMON STOCK

1. BEGINNING HOLDINGS – State the total number of shares of common stock held as of the opening of trading on September 12, 2013. If none, write “0” or “Zero.” (Must be documented.)

2. PURCHASES/ACQUISITIONS DURING THE CLASS PERIOD – Separately list each and every purchase/acquisition of common stock from after the opening of trading on September 12, 2013 through and including the close of trading on April 9, 2015. (Must be documented.)

Date of Purchase (List Chronologically) (MM/DD/YY)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

3. PURCHASES/ACQUISITIONS DURING 90-DAY LOOKBACK PERIOD – State the total number of shares of common stock purchased/acquired from after the opening of trading on April 10, 2015 and including the close of trading on July 8, 2015.¹ (Must be documented.)

4. SALES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every sale/disposition of common stock from after the opening of trading on September 12, 2013 through and including the close of trading on July 8, 2015. (Must be documented.)

Date of Sale (List Chronologically) (MM/DD/YY)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

5. ENDING HOLDINGS – State the total number of shares of common stock held as of the close of trading on July 8, 2015. If none, write “0” or “Zero.” (Must be documented.)

¹ Information requested in this Claim Form with respect to your transactions from the opening of trading on April 10, 2015 through and including the close of trading on July 8, 2015, is needed only in order to balance your claim. Purchases/acquisitions/sales of put options during this period are not eligible to participate in the Settlement because they are outside the Class Period.

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

PART III: TRANSACTIONS IN EXTREME EXCHANGE-TRADED CALL OPTIONS

1. BEGINNING HOLDINGS – State the total number of call option contracts held as of the opening of trading on September 12, 2013. If none, write “0” or “Zero.” (Must be documented.)

Strike Price of Call Option Contract	Number of Call Option Contracts Held	Expiration Date of Call Option Contract (MM/DD/YY)
\$		/
\$		/
\$		/
\$		/

2. PURCHASES/ACQUISITIONS DURING THE CLASS PERIOD – Separately list each and every purchase/acquisition of call option contracts from after the opening of trading on September 12, 2013 through and including the close of trading on April 9, 2015. (Must be documented.)

Date of Purchase (List Chronologically) (MM/DD/YY)	Strike Price of Call Option Contract	Number of Call Option Contracts Purchased	Purchase Price Per Call Option Contract	Total Purchase Price (excluding taxes, commissions and fees)	Insert “E” if Exercised. Insert “X” if Expired	Exercise Date (MM/DD/YY)	Expiration Date of Call Option Contract (MM/DD/YY)
/ /	\$		\$	\$		/ /	/
/ /	\$		\$	\$		/ /	/
/ /	\$		\$	\$		/ /	/
/ /	\$		\$	\$		/ /	/

3. SALES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every sale/disposition of the call option contracts listed in #2 above from after the opening of trading on September 12, 2013 through and including the close of trading on July 8, 2015. (Must be documented.)

Date of Sale (List Chronologically) (MM/DD/YY)	Strike Price of Call Option Contract	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract	Total Sale Price (excluding taxes, commissions and fees)	Insert “A” if Assigned. Insert “X” if Expired	Expiration Date of Call Option Contract (MM/DD/YY)
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/	/	\$		\$	\$		/

4. ENDING HOLDINGS – State the total number of call option contracts open after the close of trading on July 8, 2015. If none, write “0” or “Zero.” (Must be documented.)

Strike Price of Call Option Contract	Number of Call Option Contracts Held	Expiration Date of Call Option Contract (MM/DD/YY)
\$		/
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IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX

PART IV: TRANSACTIONS IN EXTREME EXCHANGE-TRADED PUT OPTIONS

1. BEGINNING HOLDINGS – State the total number of put option contracts held as of the opening of trading on September 12, 2013. If none, write “0” or “Zero.” (Must be documented.)

Strike Price of Put Option Contract	Number of Put Option Contracts Held	Expiration Date of Put Option Contract (MM/DD/YY)
\$		/
\$		/
\$		/
\$		/

2. SALES (WRITING OF PUT OPTIONS) DURING THE CLASS PERIOD – Separately list each and every sale (writing) of put option contracts from after the opening of trading on September 12, 2013 through and including the close of trading on April 9, 2015. (Must be documented.)

Date of Sale (Writing)(List Chronologically)	Strike Price of Put Option	Number of Put Option Contracts	Sale Price Per Put Option	Total Sale Price (excluding	Insert “E” if Exercised. Insert “X” if Expired.	Expiration Date of Put Option

(MM/DD/YY)	Contract	Sold (Written)	Contract	taxes, commissions and fees)		Contract (MM/DD/ YY)
/ /	\$		\$	\$		/
/ /	\$		\$	\$		/
/ /	\$		\$	\$		/
/ /	\$		\$	\$		/

3. RE-PURCHASES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every re-purchase of put option contracts listed in #2 above from after the opening of trading on September 12, 2013 through and including the close of trading on July 8, 2015. (Must be documented.)

Date of Re-Purchase (List Chronologically) (MM/DD/YY)	Strike Price of Put Option Contract	Number of Put Option Contracts Purchased	Purchase Price Per Put Option Contract	Total Purchase Price (excluding taxes, commissions and fees)	Expiration Date of Put Option Contract (MM/DD/ YY)
/ /	\$		\$	\$	/
/ /	\$		\$	\$	/
/ /	\$		\$	\$	/
/ /	\$		\$	\$	/

4. ENDING HOLDINGS – State the total number of put option contracts held as of the close of trading on July 8, 2015. If none, write “0” or “Zero.” (Must be documented.)

Strike Price of Put Option Contract	Number of Put Option Contracts Held	Expiration Date of Put Option Contract (MM/DD/YY)
\$		/
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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

1 **II. SUBMISSION TO JURISDICTION OF COURT AND**
2 **ACKNOWLEDGMENTS**

3 By signing and submitting this Claim Form, the claimant(s) or the person(s) acting on
4 behalf of the claimant(s) certify(ies) that: I (We) submit this Claim Form under the terms of the
5 Plan of Allocation of Net Settlement Fund described in the accompanying Notice. I (We) also
6 submit to the jurisdiction of the United States District Court for the Northern District of
7 California (the "Court") with respect to my (our) claim as a Settlement Class Member(s) and for
8 purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will
9 be bound by the terms of any judgment entered in connection with the Settlement in the Action,
10 including the releases set forth therein. I (We) agree to furnish additional information to the
11 Claims Administrator to support this claim, such as additional documentation for transactions in
12 eligible Extreme Securities, if required to do so. I (We) have not submitted any other claim
13 covering the same transactions in publicly traded Extreme Securities during the alleged Class
14 Period and know of no other person having done so on my (our) behalf.

15
16 **III. RELEASES, WARRANTIES, AND CERTIFICATION**

17
18 1. I (We) hereby warrant and represent that I am (we are) a Settlement Class
19 Member as defined in the Notice, that I am (we are) not excluded from the Settlement Class, that
20 I am (we are) not one of the "Released Defendant Parties" as defined in the accompanying
21 Notice.

22 2. As a Settlement Class Member, I (we) hereby acknowledge full and complete
23 satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge with
24 prejudice the Released Claims as to each and all of the Released Defendant Parties (as these
25 terms are defined in the accompanying Notice). This release shall be of no force or effect unless
26 and until the Court approves the Settlement and it becomes effective on the Effective Date.
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REMINDER CHECKLIST:

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1. Please sign this Claim Form.
2. DO NOT HIGHLIGHT THE CLAIM FORM OR YOUR SUPPORTING DOCUMENTATION.
3. Attach only copies of supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Proof of Claim for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. **Your claim is not deemed submitted until you receive an acknowledgment postcard.** If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at XXX-XXX-XXXX.
6. If you move after submitting this Claim Form please notify the Claims Administrator of the change in your address, otherwise you may not receive additional notices or payment.

Exhibit A-3

1 **LABATON SUCHAROW LLP**

2 Carol C. Villegas (*pro hac vice*)

3 Alec T. Coquin (*pro hac vice*)

4 140 Broadway

5 New York, NY 10005

6 Telephone: (212) 907-0700

7 Facsimile: (212) 818-0477

8 Email: cvillegas@labaton.com

9 acoquin@labaton.com

10 *Counsel for Lead Plaintiff and Lead Counsel*

11 *for the Class*

12 **BERMAN TABACCO**

13 Nicole Lavallee (SBN 165755)

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18 Facsimile: (415) 433-6382

19 Email: nlavallee@bermantabacco.com

20 cpoppler@bermantabacco.com

21 *Liaison Counsel for the Class*

22 **UNITED STATES DISTRICT COURT**

23 **NORTHERN DISTRICT OF CALIFORNIA**

24 **SAN JOSE DIVISION**

25 IN RE EXTREME NETWORKS, INC.
26 SECURITIES LITIGATION

27 This Document Relates to:

28 All Actions.

Master File No. 3:15-cv-04883-BLF

CLASS ACTION

SUMMARY NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT AND
MOTION FOR ATTORNEYS' FEES AND
EXPENSES

EXHIBIT A-3

1 **TO: ALL PERSONS AND ENTITIES THAT PURCHASED OR OTHERWISE**
2 **ACQUIRED THE PUBLICLY TRADED COMMON STOCK AND EXCHANGE**
3 **TRADED CALL OPTIONS, AND/OR SOLD PUT OPTIONS, OF EXTREME**
4 **NETWORKS, INC., DURING THE PERIOD FROM**
5 **SEPTEMBER 12, 2013 THROUGH APRIL 9, 2015.**

6 YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District
7 Court for the Northern District of California, that Lead Plaintiff Arkansas Teacher Retirement
8 System, on behalf of itself and the proposed Settlement Class, and Extreme Networks, Inc.
9 (“Extreme” or “the Company”), Charles W. Berger, Kenneth B. Arola, and John T. Kurtzweil
10 (collectively, the “Individual Defendants,” and with the Company, “Defendants”), have reached
11 a settlement in the above-captioned action (the “Action”) in the amount of \$7,000,000 in cash
12 (the “Settlement Amount”) that, if approved by the Court, will resolve all claims in the Action.¹

13 A hearing will be held before the Honorable Beth Labson Freeman of the United States
14 District Court for the Northern District of California in Courtroom __, __ Floor, Robert F.
15 Peckham Federal Building & United States Courthouse, 280 South 1st Street, San Jose, CA
16 95113 at __: __.m. on _____, 2019 to, among other things, determine whether
17 (1) the Settlement should be approved by the Court as fair, reasonable, and adequate; (2) the Plan
18 of Allocation for distribution of the Settlement Amount, and any interest thereon, less Court-
19 awarded attorneys’ fees, Notice and Administration Expenses, Taxes, and any other costs, fees,
20 or expenses approved by the Court (the “Net Settlement Fund”) should be approved as fair,
21 reasonable, and adequate; and (3) to approve the application of Lead Counsel for an award of
22 attorneys’ fees of no more than 25% of the Settlement Fund (or up to \$1,750,000) and payment
23 of expenses of no more than \$230,000 from the Settlement Fund, which may include the
24 expenses of Lead Plaintiff pursuant to the Private Securities Litigation Reform Act of 1995. The
25 Court may change the date of the Settlement Hearing without providing another notice. You do
26 NOT need to attend the Settlement Hearing in order to receive a distribution from the Net
27 Settlement Fund.

28 ¹ The complete terms of the Settlement are in the Stipulation and Agreement of Settlement,
dated November __, 2018, which can be viewed at www._____.com.

1 IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, **YOUR RIGHTS WILL**
2 **BE AFFECTED BY THE SETTLEMENT** AND YOU MAY BE ENTITLED TO SHARE IN
3 THE NET SETTLEMENT FUND. If you have not yet received the full Notice of Pendency of
4 Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the "Notice")
5 and a Proof of Claim and Release form ("Claim Form"), you may obtain copies of these
6 documents by contacting the Claims Administrator or visiting its website: *In re Extreme*
7 *Networks Securities Litigation*, Claims Administrator, P.O. Box _____, [City, State Zipcode],
8 Phone: (____) ____ - _____, www.____.com. Inquiries may also be made to Lead Counsel:
9 Labaton Sucharow LLP, Carol C. Villegas, Esq., 140 Broadway, New York, NY 10005, Tel:
10 (888) 219-6877, www.labaton.com, settlementquestions@labaton.com.

11 If you are a Settlement Class Member, to be eligible to share in the distribution of the Net
12 Settlement Fund, you must submit a Claim Form *postmarked or received no later than*
13 _____, **2019**. If you are a Class Member and do not timely submit a valid Claim
14 Form, you will not be eligible to share in the distribution of the Net Settlement Fund, but you
15 will nevertheless be bound by any judgments or orders entered by the Court in the Action.

16 If you wish to exclude yourself from the Settlement Class, you must submit a written
17 request for exclusion in accordance with the instructions set forth in the Notice such that it is
18 *received no later than* _____, **2019**. If you are a Settlement Class Member and do
19 not exclude yourself from the Class, **you will be bound** by any judgments or orders entered by
20 the Court in the Action.

21 Any objections to the Settlement, Plan of Allocation, and/or Lead Counsel's Fee and
22 Expense Application must be filed with the Court in accordance with the instructions set forth in
23 the Notice so that they are *received no later than* _____, **2019**.

24 **PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS'**
25 **COUNSEL REGARDING THIS NOTICE.**

26 Dated: _____, 2019

27 BY ORDER OF THE UNITED STATES
28 DISTRICT COURT FOR THE
NORTHERN DISTRICT OF
CALIFORNIA

Exhibit B

1 **LABATON SUCHAROW LLP**

2 Carol C. Villegas (*pro hac vice*)

3 Alec T. Coquin (*pro hac vice*)

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5 New York, NY 10005

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8 Email: cvillegas@labaton.com

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10 *Counsel for Lead Plaintiff and Lead Counsel*

11 *for the Class*

12 **BERMAN TABACCO**

13 Nicole Lavallee (SBN 165755)

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15 44 Montgomery Street, Ste. 650

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17 Telephone: (415) 433-3200

18 Facsimile: (415) 433-6382

19 Email: nvallee@bermantabacco.com

20 cpoppler@bermantabacco.com

21 *Liaison Counsel for the Class*

22 **UNITED STATES DISTRICT COURT**

23 **NORTHERN DISTRICT OF CALIFORNIA**

24 **SAN JOSE DIVISION**

25 In re EXTREME NETWORKS, INC.
26 SECURITIES LITIGATION

27 Master File No. 3:15-cv-04883-BLF

28 CLASS ACTION

This Document Relates to:

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

All Actions.

WHEREAS:

A. As of November 30, 2018, Arkansas Teacher Retirement System (“ATRS” or “Lead Plaintiff”), on behalf of itself and all other members of the proposed Settlement Class, on

1 the one hand, and Extreme Networks, Inc. (“Extreme” or “the Company”), Charles W. Berger,
2 Kenneth B. Arola, and John T. Kurtzweil (collectively, the “Individual Defendants,” and with the
3 Company, “Defendants”), on the other, by and through their counsel of record in the above-
4 captioned litigation (the “Action”), entered into a Stipulation and Agreement of Settlement (the
5 “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure
6 and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed
7 settlement of the Action and the claims alleged in the Amended Consolidated Class Action
8 Complaint, filed on June 2, 2017, on the merits and with prejudice (the “Settlement”);

9
10 B. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement,
11 Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of
12 Settlement, entered _____, 201_ (the “Preliminary Approval Order”), the Court
13 scheduled a hearing for _____, 2019, at ____:____.m. (the “Settlement Hearing”)
14 to, among other things: (i) determine whether the proposed Settlement of the Action on the terms
15 and conditions provided for in the Stipulation is fair, reasonable, and adequate, and should be
16 approved by the Court; (ii) determine whether a judgment as provided for in the Stipulation
17 should be entered; and (iii) rule on Lead Counsel’s Fee and Expense Application;

18
19 C. The Court ordered that the Notice of Pendency of Class Action, Proposed
20 Settlement, and Motion for Attorneys’ Fees and Expenses (the “Notice”) and a Proof of Claim
21 and Release form (“Proof of Claim”), substantially in the forms attached to the Preliminary
22 Approval Order as Exhibits 1 and 2, respectively, be mailed by first-class mail, postage prepaid,
23 on or before ten (10) business days after the date of entry of the Preliminary Approval Order
24 (“Notice Date”) to all potential Settlement Class Members who could be identified through
25 reasonable effort, and that a Summary Notice of Pendency of Class Action, Proposed Settlement,
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1 and Motion for Attorneys' Fees and Expenses (the "Summary Notice"), substantially in the form
2 attached to the Preliminary Approval Order as Exhibit 3, be published in *Investor's Business*
3 *Daily* and transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date;

4 D. The Notice and the Summary Notice advised potential Settlement Class Members
5 of the date, time, place, and purpose of the Settlement Hearing. The Notice further advised that
6 any objections to the Settlement were required to be filed with the Court and served on counsel
7 for the Parties such that they were received by _____, 2019;

9 E. The provisions of the Preliminary Approval Order as to notice were complied
10 with;

11 F. On _____, 2019, Lead Plaintiff moved for final approval of the
12 Settlement, as set forth in the Preliminary Approval Order. The Settlement Hearing was duly
13 held before this Court on _____, 2019, at which time all interested Persons were
14 afforded the opportunity to be heard; and

16 G. This Court has duly considered Lead Plaintiff's motion, the affidavits,
17 declarations, memoranda of law submitted in support thereof, the Stipulation, and all of the
18 submissions and arguments presented with respect to the proposed Settlement;

19 NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED AND
20 DECREED that:

21 1. This Judgment incorporates and makes a part hereof: (i) the Stipulation filed with
22 the Court on _____, 2018; and (ii) the Notice, which was filed with the Court on
23 _____, 2019. Capitalized terms not defined in this Judgment shall have the meaning set
24 forth in the Stipulation.
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1 2. This Court has jurisdiction over the subject matter of the Action and over all
2 parties to the Action, including all Settlement Class Members.

3 3. The Court hereby affirms its determinations in the Preliminary Approval Order
4 and finally certifies, for purposes of the Settlement only, pursuant to Rules 23(a) and (b)(3) of
5 the Federal Rules of Civil Procedure, the Settlement Class of: all persons and entities that
6 purchased or otherwise acquired the publicly traded common stock and exchange-traded call
7 options, and/or sold put options, of Extreme Networks, Inc. during the period from September
8 12, 2013 through April 9, 2015, inclusive, and who were damaged thereby. Excluded from the
9 Settlement Class are: (i) the Defendants; (ii) the officers and directors of the Company during the
10 Class Period; (iii) the Company's subsidiaries and affiliates; (iv) the Company's employee
11 retirement and benefit plan(s) and their participants or beneficiaries, to the extent they made
12 purchases through such plan(s); (v) members of the immediate families of the Individual
13 Defendants and the officers and directors of the Company during the Class Period; (vi) any entity
14 in which any Defendant has or had a controlling interest; and (vii) the legal representatives,
15 heirs, successors, and assigns of any such excluded party. Also excluded from the Settlement
16 Class are those Persons who have timely and validly sought exclusion from the Settlement Class
17 and are listed on the annexed Exhibit A as having submitted an exclusion request allowed by the
18 Court.
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21 4. Pursuant to Fed. R. Civ. P. 23, and for purposes of the Settlement only, the Court
22 hereby re-affirms its determinations in the Preliminary Approval Order and finally certifies
23 ATRS as Class Representative for the Settlement Class; and finally appoints the law firm of
24 Labaton Sucharow LLP as Class Counsel for the Settlement Class and the law firm of Berman
25 Tabacco as Liaison Counsel for the Settlement Class.
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1 5. The Court finds that the mailing and publication of the Notice, Summary Notice,
2 and Proof of Claim: (i) complied with the Preliminary Approval Order; (ii) constituted the best
3 notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated
4 to apprise Settlement Class Members of the effect of the Settlement, of the proposed Plan of
5 Allocation, of Lead Counsel’s request for an award of attorney’s fees and payment of litigation
6 expenses incurred in connection with the prosecution of the Action, of Settlement Class
7 Members’ right to object or seek exclusion from the Settlement Class, and of their right to appear
8 at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons
9 entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of
10 Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the
11 Due Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §
12 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the “PSLRA”).
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15 6. [There have been no objections to the Settlement.]

16 7. In light of the benefits to the Settlement Class, the complexity, expense and
17 possible duration of further litigation against Defendants, the risks of establishing liability and
18 damages, and the costs of continued litigation, the Court hereby fully and finally approves the
19 Settlement as set forth in the Stipulation in all respects, and finds that the Settlement is, in all
20 respects, fair, reasonable and adequate, and in the best interests of Lead Plaintiff and the
21 Settlement Class. This Court further finds the Settlement set forth in the Stipulation is the result
22 of arm’s-length negotiations between experienced counsel representing the interests of Lead
23 Plaintiff, the Settlement Class, and Defendants. The Settlement shall be consummated in
24 accordance with the terms and provisions of the Stipulation.
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1 8. The Amended Consolidated Class Action Complaint, filed on June 2, 2017, is
2 dismissed in its entirety, with prejudice, and without costs to any Party, except as otherwise
3 provided in the Stipulation.

4 9. The Court finds that during the course of the Action, the Parties and their
5 respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of
6 Civil Procedure.

7 10. Upon the Effective Date of the Settlement, Lead Plaintiff and each and every
8 other Settlement Class Member, on behalf of themselves and each of their respective heirs,
9 executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to
10 have fully, finally, and forever waived, released, discharged, and dismissed each and every one
11 of the Released Claims against each and every one of the Released Defendant Parties and shall
12 forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any
13 and all of the Released Claims against any and all of the Released Defendant Parties.

14 11. Upon the Effective Date of the Settlement, Defendants, on behalf of themselves
15 and each of their respective heirs, executors, trustees, administrators, predecessors, successors,
16 and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and
17 dismissed each and every one of the Released Defendants' Claims against each and every one of
18 the Released Plaintiff Parties and shall forever be barred and enjoined from commencing,
19 instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against
20 any and all of the Released Plaintiff Parties.

21 12. Each Settlement Class Member, whether or not such Settlement Class Member
22 executes and delivers a Proof of Claim, is bound by this Judgment, including, without limitation,
23 the release of claims as set forth in the Stipulation.

1 13. This Judgment and the Stipulation, whether or not consummated, and any
2 discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and
3 any matter arising in connection with settlement discussions or negotiations, proceedings, or
4 agreements, shall not be offered or received against or to the prejudice of the Parties or their
5 respective counsel, for any purpose other than in an action to enforce the terms hereof, and in
6 particular:
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8 (a) do not constitute, and shall not be offered or received against or to the
9 prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any
10 presumption, concession, or admission by Defendants with respect to the truth of any allegation
11 by Lead Plaintiff and the Settlement Class, or the validity of any claim that has been or could
12 have been asserted in the Action or in any litigation, including but not limited to the Released
13 Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any
14 person or entity whatsoever;
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16 (a) do not constitute, and shall not be offered or received against or to the
17 prejudice of Defendants as evidence of a presumption, concession, or admission of any fault,
18 misrepresentation, or omission with respect to any statement or written document approved or
19 made by Defendants, or against or to the prejudice of Lead Plaintiff, or any other member of the
20 Settlement Class as evidence of any infirmity in the claims of Lead Plaintiff, or the other
21 members of the Settlement Class;
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23 (b) do not constitute, and shall not be offered or received against or to the
24 prejudice of Defendants, Lead Plaintiff, any other member of the Settlement Class, or their
25 respective counsel, as evidence of a presumption, concession, or admission with respect to any
26 liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any
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1 other reason against or to the prejudice of any of the Defendants, Lead Plaintiff, other members
2 of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative
3 action or proceeding, other than such proceedings as may be necessary to effectuate the
4 provisions of the Stipulation;

5 (c) do not constitute, and shall not be construed against Defendants, Lead
6 Plaintiff, or any other member of the Settlement Class, as an admission or concession that the
7 consideration to be given hereunder represents the amount that could be or would have been
8 recovered after trial; and

9 (d) do not constitute, and shall not be construed as or received in evidence as
10 an admission, concession, or presumption against Lead Plaintiff, or any other member of the
11 Settlement Class that any of their claims are without merit or infirm or that damages recoverable
12 under the Complaint would not have exceeded the Settlement Amount.

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15 14. The administration of the Settlement, and the decision of all disputed questions of
16 law and fact with respect to the validity of any claim or right of any Person to participate in the
17 distribution of the Net Settlement Fund, shall remain under the authority of this Court.

18 15. In the event that the Settlement does not become effective in accordance with the
19 terms of the Stipulation, then this Judgment shall be rendered null and void to the extent
20 provided by and in accordance with the Stipulation and shall be vacated, and in such event, all
21 orders entered and releases delivered in connection herewith shall be null and void to the extent
22 provided by and in accordance with the Stipulation.

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24 16. Without further order of the Court, the Parties may agree to reasonable extensions
25 of time to carry out any of the provisions of the Stipulation.

